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SUPREME COURT OF THE UNITED STATES.

No. 21.

NATHANIEL WILLIAMS AND JOHN GLENN, PLAINTIFFS IN ERROR,

VERSUS

THE UNITED STATES.

ERROR TO THE CIRCUIT COURT OF THE UNITED STATES FOR THE DISTRICT OF MARYLAND.

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THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit in and for the Maryland district begun and held at the city of Baltimore, on the first day of November, in the year of our Lord one thousand eight hundred and thirty-six.

Present: The Hon. ROGER B. TANEY, Chief Justice of the Supreme Court of the United States.
UPTON S. HEATH, Judge of Maryland district.
NATHANIEL WILLIAMS, Esquire, Attorney.
NICHOLAS SNIDER, Esquire, Marshal.
THOMAS SPICER, Clerk.

Note.—The Chief Justice having been of counsel for Joseph Parker and Cumberland D. Williams, whose trustees the defendants are, withdrew from the bench.

Among other were the following proceedings, to wit:

THE UNITED STATES OF AMERICA
vs.
NATHANIEL WILLIAMS & JOHN GLENN.

Be it remembered, that heretofore, to wit, on the sixth day of January in the year of our Lord one thousand eight hundred and thirty-four, the said United States of America by Nathaniel Williams, their attorney, by the consent of Nathaniel Williams and John Glenn, by John Glenn their attorney, filed in the circuit court here a declaration against the said Nathaniel Williams and John Glenn, of the tenor and in the form following, to wit:

Declaration.

THE UNITED STATES OF AMERICA,
Maryland District, ss.

Nathaniel Williams and John Glenn, late of the Maryland district, gentlemen, were attached to answer unto the United States of America, in a plea of trespass on the case, &c.

And whereupon the United States of America, by Nathaniel Williams, attorney of the United States, in and for the district of Maryland, complain: For that whereas the said Nathaniel Williams and John Glenn (trustees of Cumberland D. Williams and Joseph Parker,) the defendants in this cause, on the first day of March, in the year eighteen hundred and thirty, to wit, at the district aforesaid, were indebted to the said United States in the sum of four thousand dollars, for divers goods, wares and merchandise, by the said United States, before that time sold and delivered to the said defendants, and at their special instance and request: And also in a like sum, for money by the said United States before that time lent and advanced to, and paid, laid out and expended for the said defendants, and at their like special instance and request: And also in a like sum for *for* other money by thesaid defendants before that time had and received to and for the use of the said United States; and, being so indebted, the said defendants in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the dis-

trict aforesaid, undertook and then and there faithfully promised the said United States to pay them the said several sums of money in this court mentioned, when the said defendants should be thereunto afterwards requested.

And whereas also the said defendants, afterwards, to wit, on the day and year aforesaid, at the district aforesaid, accounted with the said United States, of and concerning divers other sums of money, before that time due and owing from the said defendants to the said United States, and then being in arrear and unpaid; and upon such accounting, the said defendants were then and there found to be in arrear and indebted to the said United States, in another large sum of money, to wit, in the further sum of four thousand dollars; and being so found in arrear and indebted, the said defendants in consideration thereof afterwards, to wit, on the day and year aforesaid, at the district aforesaid, undertook and faithfully promised the said United States to pay them the last mentioned sum of money, when the said defendants should be thereto afterwards requested.

Nevertheless the said defendants not regarding their said promises and undertakings, have not yet paid the aforesaid several sums of money, or either of them, or any part of either of them to the said United States, (although so to do the said defendants were requested by the said United States, to wit, on the day and year aforesaid, and often afterwards at the district aforesaid,) but to pay the same the said defendants have hitherto altogether refused, and do still refuse so to do, to the damage of the said United States seven thousand dollars, and thereupon they bring suit, &c.

NATH'L. WILLIAMS,
Dist. Att'y. Md. Dist.

Appearance.

And now here, at this day, to wit, on the eighth day of April in the year of our Lord one thousand eight hundred and thirty-four, comes into the circuit court here, as well the said United States of America, by their attorney aforesaid, as the said Nathaniel Williams and John Glenn, by John Glenn their attorney.

Rule Plea.

And thereupon, on motion of the said United States of America by their attorney aforesaid, it is ruled by the court here, that the said Nathaniel Williams and John Glenn, answer to the declaration aforesaid, of the said United States of America, in the plea aforesaid, or judgment by the court here will be entered against them in default thereof: And the said Nathaniel Williams and John Glenn by their attorney aforesaid, defend the force and injury when and so forth, and pray leave of the court here to imparle until the first day of November next, and then to answer to the declaration aforesaid, of the said United States of America in the plea aforesaid, and to them it is granted; the same day is given to the said United States of America also.

At which said first day of November, in the year of our Lord one thousand eight hundred and thirty-four, to which said day the said Nathaniel Williams and John Glenn had leave to imparle, and then to answer to the declaration aforesaid, of the said United States of America in the plea afore-

said, comes again into the circuit court here, as well the said United States of America by their attorney aforesaid, as the said Nathaniel Williams and John Glenn by their attorney aforesaid.

Thereupon further process, of and upon the premises aforesaid between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the eighth day of April next.

At which said eighth day of April in the year of our Lord one thousand eight hundred and thirty five, comes again into the circuit court here, as well the said United States of America by their attorney aforesaid, as the said Nathaniel Williams and John Glenn by their attorney aforesaid.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties, and their attorneys aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November in the year of our Lord one thousand eight hundred and thirty-five, comes again into the circuit here, as well the said United States of America by their attorney aforesaid, as the said Nathaniel Williams and John Glenn by their attorney aforesaid.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon is further continued until the eighth day of April next.

At which said eighth day of April in the year of our Lord one thousand eight hundred and thirty six, comes again into the circuit court here as well the said United States of America by their attorney aforesaid, as the said Nathaniel Williams and John Glenn by their attorney aforesaid.

Thereupon further process of and upon the premises aforesaid, between the parties aforesaid, by consent of the said parties and their attorneys aforesaid, and by order of the court here thereon, is further continued until the first day of November next.

At which said first day of November in the year of our Lord one thousand eight hundred and thirty-six, comes again into the circuit court here, as well the said United States of America by Nathaniel Williams and John Nelson their attorneys, as the said Nathaniel Williams and John Glenn by John Glenn and John V. L. McMahon their attorneys.

Plea and Issue.

And the said Nathaniel Williams and John Glenn by their attorneys aforesaid, as before, defend the force and injury, when, and so forth, and say that they did not assume upon themselves in manner and form as the aforesaid United States of America above against them have complained, and of this they put themselves upon the country. And the said United States of America in like manner and so forth: Therefore let a jury thereon appear before the court here immediately, by whom and so forth, and who neither and so forth, to recognize and so forth, because as well and so forth.

Whereupon for trying the issue aforesaid, it is ordered by the court here, that twenty persons from the pannel of petit jurors returned to the court here by the Marshal for the Maryland district aforesaid, be drawn by ballot; and thereupon the twenty persons being so drawn by ballot and written upon two lists, one of which said lists is delivered to the counsel for the

respective parties, and the cousel for each of the said parties having stricken out four persons from the said lists, thereupon the remaining twelve persons being called, come, to wit:

Jury and Verdict.

Nicholas D. Worthington, Jonathan Warner, Christian T. Hempstone, Joshua Taylor, John P. Hooper, Ignatius Gore, David Brierly, Robert Garrett, Walter Perdue, Benjamin O. Loundes, David J. Ruddach, Joseph Raison. Who being empannelled and sworn to say the truth in the premises, upon their oath do say, that the said Nathaniel Williams and John Glenn did assume upon themselves in manner and form as the aforesaid United States of America within, against them have complained, and they assess the damages of the said United States of America sustained by occasion of the non-performance of the promises and assumptions aforesaid, to the sum of three thousand six hundred and twenty-five dollars current money.

Judgment.

Therefore it is considered by the court here, that the said United States of America recover against the said Nathaniel Williams and John Glenn as well the sum of three thousand six hundred and twenty-five dollars current money, their damages aforesaid by the jurors aforesaid, in form aforesaid assessed, to be sustained by occasion of the non-performance of the promises and assumptions aforesaid, as the sum of by the court here, unto them the said United States of America on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and expended. And the said Nathaniel Williams and John Glenn in mercy and so forth.

Memorandum.

Judgment rendered in this cause on this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and thirty-six, for the damages laid in the declaration and costs of suit—the said damages to be released on payment of the sum of $3,625, with interest from the twenty-fourth day of November, 1836, and costs of suit.

Memorandum.

Before the jurors aforesaid withdrew from the bar of the court here, the said parties by their attorneys aforesaid, tendered to the court here the following bills of exception, which were by the court here signed and sealed, and which are in form following, to wit:

Defendants first Exception.

The United States *vs.* Williams & Glenn.	In the circuit court of the United States for the district of Maryland.

In this case the plaintiffs to support the issue on their part joined, offered evidence that on the 15th July, 1827, Messrs. Hammond and Newman, tra-

ding under that firm in the city of Baltimore, failed on that day, and conveyed all their property to Cumberland D. Williams, of said city, in trust, after payment of the expenses of the trust, to pay to the plaintiffs all debts due to them on custom house bonds by said Hammond and Newman.

Deed of Trust from Hammond and Newman to C. D. Williams, dated 16 July, 1827.

This indenture, made this 16th day of July, in the year of our Lord one thousand eight hundred and twenty-seven, between John L. Hammond and George H. Newman, of the city and county of Baltimore, in the State of Maryland, merchants, copartners in trade, under the firm of Hammond and Newman, of the one part, and Cumberland D. Williams, of the said city of Baltimore, merchant, of the other part; whereas at the time of executing these presents there are due and owing to the said Hammond and Newman, from the several persons and firms hereinafter named, the several sums of money hereinafter specified, that is to say: from Gregorio Medina, of Ponce, in the island of Porto Rico, for balance of account, the sum of three hundred and fifty-five dollars and sixty-six cents, or thereabouts, with interest thereon, and also commissions for attending to a suit instituted on a policy of insurance. From Messrs. Overman and Voight, of Ponce, in the island of Porto Rico aforesaid, for balance of account, about one thousand and thirty-two dollars and fifty-eight cents, with interest thereon, and also commissions. From Messrs. Davidson & Co., of Ponce, in the island of Porto Rico aforesaid, for a balance of account, one thousand and sixty-eight dollars and seventy-two cents, with interest thereon and commissions. From sundry persons for claims deposited by the said Hammond and Newman with Messrs. Davidson & Co. aforesaid, for collection, amounting to about three thousand dollars—so far as the same have not been received by the said Davidson & Co., and from the said Davidson & Co., so far as the same have been collected or received by that firm. From C. F. Overman, of St. Thomas, about twelve hundred and forty-three dollars and seventy-five cents, or from Messrs. Cabot & Co., of St. Thomas aforesaid, a like amount, if the same has been or may be hereafter received by them in consequence of a bill heretofore drawn by the said Hammond and Newman and for their use, in favor of said Cabot & Co., for said sum. From Messrs. Cabot & Co. aforesaid, or whom it may concern, for an invoice of property consigned by said Hammond and Newman to them, amounting to three hundred and thirty-six dollars and ninety five cents, or thereabout. From Robert Caldwell, or whom it may concern, for an invoice of sundry property shipped per the schooner Betsey, to St. Bartholomews and a market, consigned to the said Robert Caldwell, supercargo, amounting to about three thousand six hundred and fifteen dollars and twenty cents. From J. P. Hutchinson, Consul of the United States at Lisbon, for balance of account, supposed to amount to about two thousand dollars; and from Benjamin Lincoln Newman, of Boston, Massachusetts, a debt, or sum of money, amounting to twelve thousand dollars, or thereabout.

Now this indenture witnesseth that for and in consideration of the sum of five dollars, lawful money of the United States, to the parties hereto of the first part paid by the party of the second part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged; and also for divers other good causes and considerations the party

hereto of the first part thereunto moving—the said John L. Hammond and George H. Newman have bargained and sold, assigned, transferred, set over and confirmed, and by these presents do bargain and sell, assign, transfer, set over and confirm unto the said Cumberland D. Williams, his executors and administrators, all and singular the debts, claims, and sums of money aforesaid, and the specific goods, merchandise, and property within mentioned to have been shipped by the said Hammond and Newman, so far as the same may remain undisposed of in the hands of the aforesaid consignees or either of them, and all accounts, evidences and vouchers concerning the same; and all the interest, right and claim of the said Hammond and Newman in and to said hereby assigned debts, claims, and property: To have and to hold, receive and take the same unto the said Cumberland D. Williams, his executors and administrators, to the use of the said Cumberland D. Williams, his executors and administrators forever—in trust and confidence, nevertheless, and to and for the uses, and to the ends, intents, and purposes hereinafter mentioned, expressed and declared of and concerning the same. And this indenture further witnesseth, that the said John L. Hammond and George H. Newman have constituted and appointed the said Cumberland D. Williams, his executors and administrators, to be the true and lawful attorney and attorneys of the said Hammond and Newman, and in their own names or otherwise, as the case may require, but to the uses hereinafter expressed, to ask, demand, enforce the payment of, recover and receive all and every the debts, claims, sums of money and property aforesaid, and acquittances for the same in whole or in part, as the case may be, to execute and deliver; and for the purposes aforesaid one or more attorney or attorneys under him to substitute and appoint, and the same at pleasure to revoke; and generally to do and perform in the premises all and whatsoever may be requisite, as fully and in the same manner as the said Hammond and Newman themselves could or might do, had this assignment and power not been executed—in trust, however, that the said Cumberland D. Williams, his executors or administrators, shall and will dispose of and apply all moneys and funds that may come to his or their hands in virtue of this trust, in manner following, that is to say: in the first place may retain thereout the expenses necessarily attending the execution of this trust. Secondly, shall apply the residue thereof to or towards the payment of the custom house bonds of the said Hammond and Newman due or owing to the United States of America, amounting to about eighteen thousand dollars, and the balance or surplus, if any may remain, shall and will pay over to the said John L. Hammond and George H. Newman, or to their assigns, and for no other use or purpose whatsoever.

In witness whereof, the said John L. Hammond and George H. Newman have hereunto subscribed their names and affixed their seals on the day and year first above written.

JOHN L. HAMMOND, [SEAL.]
GEO. H. NEWMAN, [SEAL.]

Signed, sealed and delivered in the presence of
SAMUEL MYERS,
JACOB SMALL.

Received on the day of the date of the foregoing indenture from Cum-

berland D. Williams, the party of the second part thereto, the sum of five dollars, the consideration within mentioned to be paid by him to us.

JOHN L. HAMMOND.
GEO. H. NEWMAN.

Witness

ALEX. FISHER.

STATE OF MARYLAND, *City of Baltimore, sc.*

Be it remembered, and it is hereby certified, that on this sixteenth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, before the subscriber, Jacob Small, mayor of the said city of Baltimore, personally appeared John L. Hammond and George H. Newman, the parties of the first part to the foregoing indenture or instrument of writing, and did severally acknowledge the same to be their respective act and deed.

[CITY SEAL.] In testimony whereof, I have hereunto subscribed my name and affixed the corporate seal of the city of Baltimore aforesaid, on the day and year above written.

JACOB SMALL,
Mayor of the City of Baltimore.

STATE OF MARYLAND, *City of Baltimore, sc.*

Be it remembered, and it is hereby certified, that on this sixteenth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, before the subscriber, John Gill, notary public by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the said city of Baltimore, personally appeared John L. Hammond and George H. Newman, the parties of the first part to the foregoing indenture or instrument of writing, and did severally acknowledge the same to be their respective act and deed.

[NOTARIAL SEAL.] In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

JOHN GILL, Not. Pub.

That said Williams, trustee, received under said assignment large sums of money, of which there was a balance of $2804 16, in the spring of 1829, and that there was then due to the plaintiffs upon said bonds a sum more than sufficient to exhaust said balance.

The plaintiffs further offered in evidence that shortly after the said assignment the said Hammond and Newman dissolved partnership, and that said Newman entered into business in the city of Baltimore on his own account; that some time in the year the said Newman being still largely indebted to the plaintiffs, the said Williams at the request of said Newman and for his accommodation executed his several bonds to the plaintiffs for the sum of $1800, for duties due to the plaintiffs by the said Newman for goods by him imported; that said Newman, after the execution of said bonds to the plaintiffs by said Williams, advanced to said Williams out of the proceeds of the sales of said goods the amount for which said Williams was responsible on said bonds.

The plaintiffs further proved that the said Williams was trading as a partner in the city of Baltimore with a certain Joseph Parker, under the

firm of Joseph Parker & Co., before the year 1827, and continued so to trade as such partner in said firm until the month of March, 1829, at which period they stopped payment, and on the 18th day of March, in the said year 1329, the day before they stopped payment, they executed to Messrs. J. W. & R. H. Osgood the following deed of trust offered in evidence by the defendants:

Deed of trust from Jos. Parker and C. D. Williams to R. H. & J. W. Osgood, dated 18 March, 1829.

This indenture, made this eighth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, between Joseph Parker and Cumberland D. Williams, of the firm of Joseph Parker & Co., of the city of Baltimore, in Maryland, of the one part, and Robert H. Osgood and John W. Osgood, of the firm of Osgood & Co., of said city, of the other part, witnesseth, that in consideration of and in order to fulfil the trusts hereinafter mentioned and expressed, and for and in consideration of the sum of five dollars, lawful money of the United States, to the said Joseph Parker and Cumberland D. Williams, by the said Robert H. and John W. Osgood at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Joseph Parker and Cumberland D. Williams have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said Robert H. Osgood and John W. Osgood, all the estate both real and personal of them the said Joseph Parker and Cumberland D. Williams jointly belonging to them wheresoever the same may be situate, and all and singular the joint stock in trade, goods, wares, merchandise, debts, sum or sums of money, bills, notes, bonds, books of account, and other things due and owing to the said Joseph Parker & Co.; and all papers and evidences of debts due or that may become due, to have, hold, receive, and take the same unto the said Robert H. Osgood and John W. Osgood, their executors, administrators and assigns, upon trust, and to and for the uses and purposes following: that they, the said Robert H. Osgood and John W. Osgood, or the survivor of them, and the executors and administrators of such survivor, do, and shall, as soon as conveniently may be, make sale and dispose of so much and such part thereof as are in their nature saleable, for the best prices in money or reasonable credit that can be obtained for the same, and do and shall collect and get in so much thereof as are outstanding, and not in their nature saleable. And it is hereby declared and agreed that the said Robert H. Osgood and John W. Osgood, and the survivor of them, and the executors and administrators of such survivor, shall stand possessed of, and interested in, the moneys to arise by such sale or sales, and to be collected and received as aforesaid, upon trust, and to the intent that they or he shall and do in the first place pay and retain to and reimburse themselves or himself, all such costs, charges and expenses, as they respectively or he shall or may pay, sustain or expend in or about such sale or sales, so to be made as aforesaid, or in collecting or getting in the debts and sums of money mentioned to be hereby assigned as aforesaid, and do and shall thereout also pay the expense of preparing and executing these presents, and all other costs, charges and expenses incident to, or which may be incurred or sustained in or about the execution of the trusts herein expressed, or any of them. And then in trust to pay all the custom house bonds due to the

United States, or that are now outstanding and which may become due on account of the said Joseph Parker & Co., or the said Cumberland D. Williams, and to save harmless and indemnified all persons who are securities on any such bonds, and also to pay all debts which the said Cumberland D. Williams may be liable to pay to the government of the United States as trustee or one of the trustees, by deed, of the late firm of Hammond and Newman, on account of moneys or funds received by him as such trustee; and then in trust to pay to the said Robert H. Osgood and John W. Osgood all such sum and sums of money as are now due to their firm of Osgood & Co. from the said Joseph Parker & Co. or the said Cumberland D. Williams, and all such sum and sums of money as the said Osgood & Co. may hereafter pay for, and on account of the said Joseph Parker & Co., or the said Cumberland D. Williams, upon and in consequence of any acceptance or acceptances, endorsement or endorsements of bills and notes for the accommodation of the said Joseph Parker & Co. or the said Cumberland D. Williams; and then in trust to pay and secure, and save harmless and indemnified, rateably and proportionally, Andrew Hall as endorser on a note of the said Cumberland D. Williams for about seven hundred and fifty dollars, and Thomas Tenant to the amount of thirteen hundred dollars, part of a note for about twenty-three hundred dollars, drawn by said Tenant in favor of said Cumberland D. Williams, and discounted at the Bank of Baltimore, and Nathaniel Williams, Esq. for his endorsement of a note of about two hundred and fifty dollars, and John Barney for his endorsement of a note of another note of about two hundred and fifty dollars, (both of which last notes are for account of the said Cumberland D. Williams,) and George Williams as endorser of a note of the said Joseph Parker & Co. for three hundred and sixty dollars, and John McPherson & Co. as endorsers of a note for one hundred and forty-six dollars on account of said Joseph Parker & Co., or of the said Joseph Parker individually, and also all sums due for money borrowed by the said Joseph Parker & Co. And then as to all the surplus and residue of the property hereby assigned, or of the proceeds and moneys arising therefrom, in trust, to deliver and pay the same over to the said Joseph Parker and Cumberland D. Williams or their order, or the survivor of them, or the executors, administrators, or order, or assigns of such survivor.

In testimony whereof, the said Joseph Parker and Cumberland D. Williams, and Robert H. Osgood and John W. Osgood, have hereto set their hands and seals respectively, on the day and year first herein before written.

CUMB'D. D. WILLIAMS, [SEAL.]
JOSEPH PARKER, [SEAL.]
ROBERT W. OSGOOD, [SEAL.]
JOHN W. OSGOOD, [SEAL.]

Signed, sealed and delivered in presence of
EDWARD HINKLEY.

STATE OF MARYLAND, *City of Baltimore, sct.*

On the eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, before me, the subscriber, a justice of the peace in and for the city of Baltimore, personally appeared Cumberland D. Williams and Joseph Parker, the parties grantors named in the within deed, and acknowledged the same severally to be their act and deed.

Taken and certified on the day and year aforesaid. SAML. YOUNG.

The plaintiffs further offered in evidence that the defendants, as trustees as aforesaid, have in their hands, and had at the institution of this suit, funds sufficient of the effects of Joseph Parker & Co. to cover the claim of the plaintiffs.

The plaintiffs then offered in evidence the following record of a judgment in favor of the plaintiffs against said Williams and Parker:

Judgment in the Circuit Court against Cumberland D. Williams and Joseph Parker, at May term, 1829.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a circuit court of the United States for the fourth circuit in and for the Maryland district, begun and held at the city of Baltimore, on the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine—

Present: The Hon. Gabriel Duvall, one of the Associate Judges of the Supreme Court of the United States.
Elias Glenn, Judge of the Maryland District.
Nathaniel Williams, Esq., Attorney.
Thomas Finley, Esq., Marshal.
Philip Moore, Clerk.

Among other were the following proceedings, to wit:

THE UNITED STATES
vs.
CUMB'D. D. WILLIAMS & JOSEPH PARKER.

Be it remembered that heretofore, to wit, on the twenty-ninth day of April, in the year of our Lord one thousand eight hundred and twenty-nine, the said United States of America, by Nathaniel Williams, attorney of the United States in and for the Maryland district, prosecuted and sued forth out of the circuit court here, the writ of the said United States of America of capias ad respondendum, directed to the marshal of the Maryland district, in the words and of the tenor following, to wit:

Writ.

UNITED STATES OF AMERICA,
Maryland District, to wit:

To the Marshal for Maryland district, greeting:

[SEAL.] We command you that you take Cumberland D. Williams and Joseph Parker, late of the Maryland district, yeomen, if they shall be found in your district, and that them so taken you safe keep, so that you have their bodies before the judges of the circuit court of the United States for the fourth circuit in and for the district of Maryland, at the United States court room in the city of Baltimore, on the eighth day of May next, to answer unto the United States of America in a plea of trespass on the case, &c. Hereof fail not at your peril, and have you then and there this writ.

Witness the Honorable John Marshall, Chief Justice of our Supreme

Court, the twentieth day of March, in the year of our Lord eighteen hundred and twenty nine.

N. W. Issued the 29th day of April, 1829.

PHILIP MOORE,
Clerk Circuit Court.

And the said United States of America, by their attorney aforesaid, on the day of prosecuting and suing forth of the aforesaid writ, declared against the said Cumberland D. Williams and Joseph Parker in the plea aforesaid, in form following, to wit:

Declaration.

THE UNITED STATES OF AMERICA,
Maryland District, ss.

Cumberland D. Williams and Joseph Parker, late of the Maryland district, yeomen, were attached to answer unto the United States of America in a plea of trespass on the case, &c.

And whereupon the said United States of America, by Nathaniel Williams, attorney of the United States in and for the Maryland district, complain:—For that whereas the said Cumberland D. Williams and Joseph Parker, the defendants in this cause, on the first day of April, in the year eighteen hundred and twenty-eight, to wit, at the district aforesaid, were indebted to the said United States in the sum of four thousand three hundred and sixty-four dollars and eighty-seven cents for divers goods, wares and merchandise by the said United States before that time sold and delivered to the said defendants, and at their special instance and request. And also in another like sum, for money by the said United States before that time lent and advanced to, and paid, laid out and expended for the said defendants, and at their like special instance and request. And also in a like sum, for other money by the said defendants before that time had and received to and for the use of the said United States; and being so indebted, the said defendants in consideration thereof, afterwards, to wit, on the day and year aforesaid, at the district aforesaid, undertook, and then and there faithfully promised the said United States to pay them the said several sums of money in this count mentioned, when the said defendants should be thereunto afterwards requested.

And whereas also the said defendants afterwards, to wit, on the day and year aforesaid, at the district aforesaid, accounted with the said United States of and concerning divers other sums of money before that time due and owing from the said defendants to the said United States, and then being in arrear and unpaid; and upon such accounting, the said defendants were then and there found to be in arrear and indebted to the said United States in another large sum of money, to wit, in the further sum of five thousand dollars; and being so found in arrear and indebted, the said defendants in consideration thereof afterwards, to wit, on the day and year aforesaid, at the district aforesaid, undertook and faithfully promised the said United States to pay them the last mentioned sum of money when the said defendants should be thereto afterwards requested.

Nevertheless, the said defendants not regarding their said promises and undertakings, have not yet paid the aforesaid several sums of money, or either of them, or any part of either of them to the said United States, (al-

though so to do the said defendants were requested by the said United States, to wit, on the day and year aforesaid, and often afterwards, to wit, at the district aforesaid,) but to pay the same the said defendants have hitherto altogether refused, and do still refuse so to do, to the damage of the said United States eight thousand dollars, and thereupon they bring suit, &c.

NATHANIEL WILLIAMS.
Dist. Att'y. Md. District.

Copies of which said declaration were made and sent, with the said writ, to the marshal of the district of Maryland aforesaid, thereon endorsed "to be served on the defendants with the writ." At which mentioned eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, being the day of the return of the aforegoing writ, comes into the circuit court here, the said United States of America, by their attorney aforesaid, and the marshal of the district of Maryland aforesaid, to wit, Thomas Finley, gentleman, to whom the said aforegoing writ was in form aforesaid directed, makes return thereof to the court here, thus endorsed, to wit:

Marshal's Return.

"Capi Nar. left.

THO. FINLEY, Marshal."

And the said Cumberland D. Williams and Joseph Parker being called, appear in court here by Roger B. Taney and Edward Hinkley, their attorneys.

And the said Cumberland D. Williams and Joseph Parker, by their attorneys aforesaid, file in court here the following order:

THE UNITED STATES *vs.* CUMB'D. D. WILLIAMS & JOSEPH PARKER. } Circuit Court U. States, May term, 1829.

Order from the Defendants to confess Judgment.

Messrs. TANEY and HINKLEY:

You are hereby authorized and requested to confess judgment in this case for $4643 79, with interest from this 8th May, 1829.

CUMBERLAND D. WILLIAMS,
JOSEPH PARKER.

Judgment.

Therefore it is considered by the court here that the aforesaid United States of America recover against the said Cumberland D. Williams and Joseph Parker, as well the sum of eight thousand dollars current money, their damages aforesaid in form aforesaid confessed to be sustained by occasion of the non-performance of the promises and assumptions aforesaid, as also the sum of nineteen dollars and seventy-five cents by the court here unto the said United States of America on their assent adjudged for their costs and charges by them about their suit in this behalf laid out and ex-

pended; and the said Cumberland D. Williams and Joseph Parker in mercy, &c.

Memorandum.

Judgment rendered in this cause on this eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, for the damages laid in the declaration, and costs of suit. The said damages to be released on payment of the sum of four thousand six hundred and forty-three dollars and seventy-nine cents, with interest thereon from the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, until paid, and costs of suit.

[SEAL OF CIRCUIT COURT.] In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name, and affix the seal of the said circuit court this twenty-sixth day of September, in the year of our Lord one thousand eight hundred and thirty-four.

THO. SPICER,
Clerk Circuit Court.

Satisfaction on account of the Judgment.

June 14th, 1832. Satisfaction acknowledged on account of the above judgment for the sum of $2065 49.

THO. SPICER,
Clerk Circuit Court.

In reference to which, it was admitted that the said judgment was confessed for the amount thereof as made up of the sums so as aforesaid due by said Williams as assignee as aforesaid of Hammond and Newman to the plaintiffs; and also the amount of the bonds so as aforesaid given by said Williams for said Newman, and for which the amount had been so as aforesaid advanced by said Newman to said Williams, and which the plaintiffs allege to have been paid by said Williams into the assets and funds of Joseph Parker & Co., but which is denied by the defendants, and that these alone constituted the claim on which said judgment was confessed.

And it was also admitted that the said sums of money for which said judgment was confessed as aforesaid had not been paid to the plaintiffs by said Williams or any other person before the confession of said judgment.

It was also admitted that on the 30th of June, 1829, the said Parker and Williams applied for the benefit of the insolvent laws of Maryland, and that, under said application and laws, the defendants were appointed the permanent trustees of said insolvent debtors Parker and Williams.

It was also admitted that in the month of March preceding, viz. March 1829, certain creditors of the said Parker and Williams filed a bill in the high court of chancery of the State of Maryland, against said Parker and Williams, and the said Osgoods, praying for the appointment of a receiver.

The plaintiffs thereupon offered in evidence the answer of Joseph Parker and Cumberland D. Williams, whose trustees the defendants are, in the record and proceedings contained.

Record in the High Court of Chancery of Maryland.

STATE OF MARYLAND, *sct.*

At a court of chancery for the State of Maryland, begun and held at the city of Annapolis on the second Tuesday of March, in the year of our Lord one thousand eight hundred and twenty-eight,

Present—the Hon. Theodorick Bland, Chancellor,
Ramsay Waters, Register,
Were had the following proceedings:

FREDERICK DELAPLANE and others
vs.
JOS. PARKER, Junr., CUMB'D. D. WILLIAMS and others.

Be it remembered that heretofore, to wit, on the 24th day of April, 1829, came Frederick Delaplane and others, by Charles Mitchell, Esq., their solicitor, into the court of chancery of the State of Maryland, and exhibited in said court their bill of complaint against Joseph Parker, Jr., Cumberland D. Williams and others, in the words following:

Bill of Complaint.

STATE OF MARYLAND, *High Court of Chancery.*

To the Hon. Theodorick Bland, Chancellor of the State of Maryland:

Humbly complaining shew unto your honor, your orators Frederick Delaplane, Basil James and Robert Marshall, all of the city of Baltimore, merchants, in company trading under the name and firm of Delaplane and James, as well for themselves as for all the other creditors of the copartnership of Jacob Parker & Co. hereinafter mentioned, who may properly become parties to this bill of complaint, and contribute proportionably to the costs and expenses and charges of this suit as your honor shall direct. That in the months of January, February, and March last, (1829,) your orators having full confidence in the solvency and integrity of Joseph Parker and Cumberland D. Williams, both of the city of Baltimore, merchants, in company trading under the name and firm of Joseph Parker & Co., did, at various times, sell and deliver to the said Joseph Parker & Co. a large amount of superfine flour, amounting in all to five hundred barrels, at various prices, amounting in the whole to four thousand one hundred and thirty-four dollars and ninety-six cents, or thereabouts, for which your orators received the promissory notes of the said Joseph Parker & Co., at ninety days from the time of the said respective sales, according to the account herewith exhibited, marked Exhibit A, which your orators pray may be taken as a part of this bill of complaint, and by which your honor will perceive that the last sale therein mentioned was made on the seventh day of March last, and that the note given therefor, together with some of the other notes are not yet due.

And your orators further state to your honor that the two first notes, copies of which are annexed, which fell due have not been paid by the said Joseph Parker & Co., but your orators have been obliged to take the same up from the bank where they had been discounted.

Your orators further beg leave to state to your honor, that on or about the nineteenth day of March last, the said firm of Joseph Parker & Co. in less

than a fortnight after their last purchase of flour from your orators, suddenly and unexpectedly publicly stopped payment, being then in good credit, without any pressure or loss to induce it as your orators were informed by the said partners, and verily believe with a view to defraud the creditors of the said firm, the said Joseph Parker and Cumberland D. Williams having the day previous, viz: on the eighteenth day of March, in the year eighteen hundred and twenty-nine, executed a deed of trust to Robert *W.* Osgood and John W. Osgood, both of the city of Baltimore, merchants, trading under the firm of Osgood & Co., conveying and transferring all the joint estate real and personal of the said Parker and Williams wheresoever the same might be situated, and all their joint stock in trade, goods, wares and merchandise, debts, sums of money, bills, notes, bonds, books of account and other things due and owing, and all papers and evidences of outstanding debts, to the said Osgood & Co., in trust, for certain objects therein mentioned, which your orators charge were absolutely fraudulent and void as against the copartnership creditors of the said Joseph Parker & Co., and which are more particularly specified in the said deed of trust, a certified copy of which is herewith exhibited, marked *B*, to which your orators beg leave to refer your honor, and pray that it may be received as part of this bill of complaint.

And now so it is, may it please your honor, that the said Joseph Parker and Cumberland D. Williams, combining and confederating with the said Robert H. Osgood and John W. Osgood, and with other confederates to your orators unknown, and who, when discovered, your orators pray may be made defendants in this suit, to injure and defraud your orators and others, partnership creditors of the said Parker & Co., (not named in the said deed,) as your orators verily believe, out of the said property and funds and effects and claims of the said partnership, and the proceeds thereof, which ought in equity and justice to be applied and appropriated in the first instance to the payment and extinguishment of the partnership claims, so far as the said funds may extend, have still retained possession of a great part of the property so pretended to be transferred under the said bill of sale or deed of trust, with the consent and connivance of the said Robert H. Osgood and John W. Osgood the pretended trustees, and have sold and disposed of other parts of the said property to any person or persons who would buy, and have refused to account for the said property to your orators; and, as your orators verily believe, the said Parker and Williams have applied the proceeds of such property as they may have sold since the said deed of trust was executed to their own use as they thought fit.

And your orators further charge that ever since the said fraudulent deed of trust was executed, the said Williams and Parker have constantly kept out of the view of your orators, and, as they are informed and believe, of all the other creditors also of the said Parker & Co., who are not named in the said deed, (although frequently applied to, and urged to exhibit them,) their books of account, invoices, inventories, and other papers and vouchers and evidences of the debts owing to or from them, pretending from time to time that the said books, inventories and papers were in a confused state, and required much time to be arranged so as to be examinable; whereas your orators charge, and so they believe the truth to be, that the said books and papers have been artfully and fraudulently kept back and concealed, either in the possession and custody of the said Williams and Parker, or the said Osgoods, or some of their confederates, for the express purpose of conceal-

ing the true estate of their affairs, and the amount, state and value of their property at the time of the said fraudulent deed of trust, and since.

And your orators further charge, as a strong circumstance of fraud, that no inventory or schedule whatever accompanied the said transfer, and that the same embraced the whole partnership property, real, personal and mixed, of the said Parker & Co., and no part of the individual property of either partner, although your honor will find by the said deed of trust that it is intended chiefly to secure and cover the individual claims against each of the said partners, but especially the private, individual and confidential debts of Cumberland D. Williams, with an express reservation of the whole surplus, to the order of the said Parker and Williams, or the survivor of them, without any provision whatever for the general creditors of the said firm, on any business transaction in goods, flour or merchandise whatsoever.

And your orators further charge that there are valid and outstanding claims against the said partnership bona fide due and owing to the general creditors aforesaid, who are not provided for in the said deed of trust, more than sufficient, as your orators verily believe, to absorb any proceeds that may be ever realized from the said partnership fund, and that all the parties to the said fraudulent deed well knew this at the time the said transfer was made, and that the great attending object of the transfer was either fraudulently to cover the said partnership fund for the benefit of the said confederates, or some of them, or to appropriate it fraudulently, as against these general creditors to securing debts and claims that had no right or title in equity to be paid out of this fund were private transactions of Cumberland D. Williams, which never in any way benefited the said copartnership. And further your orators state that, so far from benefit, the said partnership fund and property has been long before this deed of trust shamefully dilapidated by the said Williams taking out large sums of money, as one of your orators has been told by one of the partners, to the amount of ten thousand dollars, and investing the same in a private visionary speculation in a distinct concern for his own emolument, and in which the said Parker had no interest, and about the same amount to pay off old debts of said Williams before the said partnership.

Your orators further charge, and so they believe the truth to be, that the said partnership fund remaining at the time of this pretended transfer has been ever since, and is now, as they will be enabled to prove, in a rapid course of dilapidation, being the greater part of it still left in the possession and under the control, and at the disposal of the said Parker and Williams, with the connivance and consent of the said Osgood & Co, who have also endeavored to effect sales and threaten to effect other sales thereof, in order to get the proceeds into their hands under the said deed of trust: and your orators verily believe that the said property and fund, or the proceeds thereof, would be and are unsafe in the hands either of the said Osgood & Co. or the said Parker and Williams, and that before judgments can be recovered at law and execution taken out, the entire fund to which the partnership creditors of the said Parker & Co. are justly and equitably entitled would and will be gone, dilapidated or misapplied, and wrongfully appropriated, to the total ruin of some at least of the general creditors, unless your honor affords equitable relief in the premises adapted to the exigency of the case so as not only to prevent any further sales of the said property, but also so as to rescue the said property from the custody and control of the said Par-

ker & Co. and Osgood & Co., the parties to the said deed of trust, more especially as it appears by the said deed that a trust fund, already dilapidated by one of the confederates, is to be remunerated and reimbursed out of these partnership funds so transferred, to the exclusion of the bona fide creditors of the said copartnership.

And further, your creditors have been informed by the said Parker & Co., or one of the house, that they were not indebted to the said Osgood & Co. to any considerable amount in any way, excepting only on certain endorsements or acceptances of bills negotiated lately in New York on the credit of the shipment of the flour they purchased from your orators and others, some to New York, and some to the southward; and your orators have been informed, and verily believe, that the said Osgoods were paid or to be paid on usurious per centage for the use of their names on endorsements or acceptances, or for lent notes or drafts, and are not bona fide honorary creditors of the said Parker & Co. entitled to any preference in the distribution of said trust fund, at least to any considerable extent; and your orators have no knowledge of the origin, nature or extent of the other pretended claims and debts set up in the said pretended deed of trust, but have strong reasons to believe that, when truly discovered by the said confederates, that your honor will reject the whole of the claims existing and set up against the said partners in their individual capacity from any participation in this fund, more especially as your orators charge the said copartnership of Parker & Co. to be utterly insolvent, and that the said copartners only delay taking the benefit of the insolvent acts of this State in order to cover the same effectually, and protect the said property from immediate pursuit and recovery by legal process.

In tender consideration whereof, and for as much as your orators are remediless at law in the premises, and cannot have any adequate redress but by the aid of a court of equity, where matters of fraud, confederacy and discovery are properly cognizable. And to the end that said Parker and Williams, and the said Robert H. Osgood and John W. Osgood, and all the confederates when discovered may make full, true, complete and perfect discovery and answers to this court on their corporal oaths of all matters within their knowledge, information or belief, touching and concerning all the matters herein above set forth, and answer the same specially, clause by clause, as if herein again specially interrogated thereto, and may set forth particularly what property, real, personal or mixed, and what bills, notes, bonds, contracts and assurances, moneys, invoices, books of account and other evidences and property, rights and debts owing to them the said Parker & Co. had in possession of themselves or of others at the execution of said deed to Osgoods, and what part thereof remained in the possession of said Parker and Company, or at their disposal afterwards, and how long, and what now remains so at their disposal and in their possession, and what part has been in any way since they stopped payment as aforesaid on the 19th day of March last disposed of, sold or sent out of their possession, and to whom and on what account, and what sums of money or contracts have been received therefor, and what has been done with such money, contract or proceeds. And also what part of the said property so held or owned by said Parker & Co. on the 18th day of March last was ever delivered over into the hands of Osgood & Co., and if any part, what has become thereof, or of the proceeds. And also whether the said partners or either of them of the said firm of Parker & Co. had then, before or since, any mining stock,

and what, and in what company, and how much, and what was its value at that time, and what has been done with it or its proceeds, whether any part of it has been placed in the hands of Osgood & Co , and to what amount and value, and if so, what has become of it, and whether the said Parker & Co. have not *more* in their possession and custody large quantities of bacon and other meats, and how many pieces and to what value, and whether they have sold any part of such meats as were included in the said transfer to the Osgoods since the said transfer, and what has been done with the proceeds. And may set forth specially and particularly how much was then due to the said Osgoods from the said firm of Parker & Co., and from Cumberland D. Williams, individually, to them or to any other of the Cestuique trusts named in the said deed, and how much to each, and on what account particularly, and whether any of them knew of the said transfer and deed being about to be executed before it was made, and desired the same, and which of the said Cestuique trusts in particular; and may set forth specially the consideration for every contract so intended to be secured to the said Osgoods, and whether said endorsements or acceptances were gratuitous or for a premium, and what premium in any and every case, and whether any and what security was given or taken therefor at the time or before the same were made. And also to the end that the said confederates, Parker, Williams, Robert H. and John W. Osgood may be compelled to produce and exhibit to this court all books of account, vouchers, papers, writings or documents touching or concerning the said property so included in said deed of trust, that may be in their or either of their possession, custody or control, and may state upon oath whether any and what alterations and additions have been made to any of the same, since the said eighteenth day of March last. And also to the end that the said Parker and Williams may state upon oath whether any, and what part of the funds, property or securities of said firm of Parker & Co., or what sums of money have at any time and when, and to what amount, been taken out of the business and employment of the said partnership of Joseph Parker & Co., and invested elsewhere, or appropriated to any other use or object by either, and which of the said copartners, and especially what amount was so taken out for the use of the said Williams, and one William G. Appleton, in the bleaching or manufacture of wax, and what amount to any other person or persons, and whom, and for what purpose. And to the end also that your honor may be pleased to restrain and enjoin the said confederates above named from any further intermeddling with any of the funds, securities or property, goods, books, and effects of the said copartnership of Parker & Co., mentioned in the said trust deed; and that the said confederates may be enjoined to deliver the same and every part thereof now within the control, disposal or custody of them or either of them, to some safe, discreet and trust-worthy receiver whom your orators pray your honor forthwith to nominate and appoint, to take the charge and custody thereof, and to dispose of the same as your honor may from time to time order and direct, so as to preserve and make available for those who may be interested therein by the decision of this honorable court the whole of the said fund and property, and who may give proper bonds and account for said property to this honorable court as your honor may order and direct.

And finally, to the end that your honor may be pleased to declare the said deed of trust fraudulent and void, as against your orators and the other copartnership creditors of the said firm of Joseph Parker & Co., either in

whole or in part, as to your honor may seem fit. And that your honor would be further pleased to order and direct the said property to be sold, and the said outstanding debts collected, and the proceeds to be applied in the first instance to the discharge of the copartnership debts, and to the payment of your orators' claims against said firm without any priority or preference, excepting only the right, title and claim of the United States on the said firm, according to the act of Congress, if any such there be, or may grant such other relief as to your honor may seem fit.

May it please your honor to grant unto your orators a writ of injunction, to be directed to the said Joseph Parker, Cumberland D. Williams, Robert H. Osgood and John W. Osgood, and their and either of their solicitors, agents, clerks and servants, enjoining and commanding them and every of them forthwith to abstain and forbear from all or any intermeddling with or disposal of any part of the property, vouchers, books of account, goods, wares and merchandise, or other things whatsoever contained or mentioned, or referred to in and by the deed of trust from Joseph Parker and Cumberland D. Williams to Robert H. Osgood and John W. Osgood, bearing date the 18th day of March, 1829, and recorded in Baltimore county clerk's office, further than to deliver over the same and every part thereof to any receiver that may be appointed by this court, to which may they and each of them be strictly commanded, and may it please your honor to nominate and forthwith appoint such receiver to preserve the said property from waste and dilapidation, and the proceeds thereof from misapplication. And may it please your honor to grant unto your orators the State's writ of subpœna, to be directed to the said Joseph Parker, Cumberland D. Williams, Robert H. Osgood and John W. Osgood, commanding them and each of them, under a proper penalty, to be and appear before this honorable court at a proper day, then and there upon their corporal oaths true and perfect answers to make to the several matters in the foregoing bill mentioned, and further to do and abide the orders and decrees of this honorable court in the premises.

And your orators shall ever pray, &c.

CH. MITCHELL,
Solicitor for Complainants.

STATE OF MARYLAND, *City and County of Baltimore, to wit:*

Personally appeared before me, the subscriber, a justice of the peace for the city of Baltimore, on this twenty-third day of April, A. D. 1829, the above named Basil James, one of the complainants in said bill, and made oath in due form of law that the several matters set forth in the aforegoing bill of complaint are just and true, according to the best of his knowledge and belief.

Sworn before me, JOHN F. HARRIS.

Exhibit No. 1.

BALTIMORE, January 15th, 1829.

Messrs. Joseph Parker & Co.

Bo't of Delaplane & James,

50 Bbls. Superfine Flour at 8¼	- - -	$412 50
60 days' interest added	- - - -	4 40
		$416 90

Cr. By their note at 90 days.

Jan. 20th.
To 100 Bbls. S. Flour at $8 3-8 - - - $837 50
90 days' interest added - - - - 13 12

$850 62

Cr. By their note at 90 days.

Jan. 27. Dr.
To 50 Bbls. S. Flour at $8 1-2 - - - $425 00
90 days' interest added - - - - 6 66

$431 66

Cr. By their note at 90 days.

Feb. 9th. Dr.
To 150 Bbls. S. Flour at $8 1-8 - - - $1218 75
90 days' interest added - - - - 19 09

$1237 84

Cr. By their note at 90 days.

Feb. 11th. Dr.
To 100 Bbls. S. Flour at $8 - - - - $800 00
30 days' interest added - - - - 4 26

$804 26

Cr. By their note at 90 days.

March 11th. Dr.
To 50 Bbls. S. Flour at $7¾ - - - $387 50
90 days' interest added - - - - 6 18

$393 68

Cr. By their note at 90 days.

Amount, $4134 96.

Exhibit A, No. 2.

BALTIMORE, Jan. 15th, 1829.

Dollars 416 90

Ninety days after date we promise to pay to Delaplane & James, or order, four hundred sixteen dollars and ninety cents for value received.

Signed JOSEPH PARKER & CO.
Endorsed DELAPLANE & JAMES.

BALTIMORE, Jan. 20th, 1829.

Dollars 850 62

Ninety days after date we promise to pay to Delaplane and James, or order, eight hundred and fifty dollars and sixty-two cents for value received.

Signed JOSEPH PARKER & CO.
Endorsed DELAPLANE & JAMES.

UNION BANK OF MARYLAND

I hereby certify that the above are true copies of two notes held by this bank signed by Joseph Parker & Co., the first of which, for $416 90, was protested for nonpayment the 18th April.

R. MICKLE, Assistant Cash'r.

Exhibit B.

Deed of Trust from Joseph Parker and Cumberland D. Williams to R. H. Osgood and John W. Osgood, dated 18th March, 1829.

Joseph Parker and Cumb'd. D. Williams' deed of trust of personal property to Robert H. Osgood and John W. Osgood.

This indenture, made this eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, between Joseph Parker and Cumberland D. Williams, of the firm of Joseph Parker & Co., of the city of Baltimore, in Maryland, of the one part, and Robert H. Osgood and John W. Osgood, of the firm of Osgood & Co., of the said city, of the other part, witnesseth, that in consideration of and in order to fulfil the trusts hereinafter mentioned and expressed, and for and in consideration of the sum of five dollars lawful money of the United States to the said Joseph Parker and Cumberland D. Williams paid by the said Robert H. Osgood and John W. Osgood, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Joseph Parker and Cumberland D. Williams have granted, bargained, sold, assigned, transferred and set over, and by these presents do*th* grant, bargain, sell, assign, transfer and set over, unto the said Robert H. Osgood and John W. Osgood all the estate, both real and personal, of them the said Joseph Parker and Cumberland D. Williams jointly belonging to them wheresoever the same may be situate, and all and singular the joint stock in trade, goods, wares, merchandise, debts, sum and sums of money, bills, notes, bonds, books of account, and other things due and owing to the said Joseph Parker & Co., and all papers and evidences of debts due or that may become due, to have, hold, receive, and take the same unto the said Robert H. Osgood and John W. Osgood, their executors, administrators and assigns, upon trust, and to and for the uses and purposes following:—That they, the said Robert H. Osgood and John W. Osgood, or the survivor of them, and the executors and administrators of such survivor do and shall as soon as conveniently may be, make sale and dispose of so much and such part thereof as are in their nature saleable, for the best prices in money or reasonable credit can be obtained for the same, and do and collect and get in so much thereof as are outstanding, and not in their nature saleable; and it is hereby declared and agreed that the said Robert H. Osgood and John W. Osgood, and the survivor of them, and the executors and administrators of such survivor, shall stand possessed of and interested in the moneys to arise by such sale or sales, and to be collected and received as aforesaid, upon trust, and to the extent, and that they or he shall and do in the first place pay and return to, or reimburse themselves or himself all such costs, charges and expenses as they respectively or he shall or may sustain or expend in or about such sale or sales so to be made as aforesaid, or in collecting or in getting in the debts and sums of money mentioned to be hereby assigned as aforesaid, and do and shall thereout also pay the expenses of preparing and executing these presents, and all other costs, charges and expenses

incident to, or which may be incurred or sustained in or about the execution of the trusts herein expressed, or any of them; and then in trust to pay all the custom house bonds due to the United States, or that are now outstanding, and which may become due on account of the said Joseph Parker & Co., or the said Cumberland D. Williams, and to save harmless and indemnified all persons who are securities on any such bonds; and also to pay all debts which the said Cumberland D. Williams may be liable to pay to the government of the United States, as trustee, or one of the trustees of the late firm of Hammond and Newman, on account of moneys or funds received by him as such trustee; and then in trust to pay to the said Robert H. Osgood and John W. Osgood all such sum and sums of money as are now due to their firm of Osgood & Co. from the said Joseph Parker & Co. or the said Cumberland D. Williams, and all such sum and sums of money as the said Osgood & Co. may hereafter pay for and on account of the said Joseph Parker & Co. or the said Cumberland D. Williams upon and in consequence of any acceptance or acceptances, endorsement or endorsements of bills and notes for the accommodation of the said Joseph Parker & Co. or the said Cumberland D. Williams; and then in trust to pay and secure, and save harmless and indemnified, rateably and proportionably, Andrew Hall as endorser on a note of the said Cumberland D. Williams, for about seven hundred and fifty dollars, and Thomas Tenant to the amount of thirteen hundred dollars, part of a note for about twenty-three hundred dollars drawn by said Tenant in favor of said Cumberland D. Williams, and discounted at the Bank of Baltimore, and Nathaniel Williams, Esq., for his endorsement of a note of about two hundred and fifty dollars, and John Barney for his endorsement of a note *of another note* of about two hundred and fifty dollars, both of which last notes are for account of the said Cumberland D. Williams and George Williams as endorsers of a note of the said Joseph Parker & Co. for three hundred and sixty dollars, and John McPherson & Co. as endorsers of a note of one hundred and forty-six dollars on account of said Joseph Parker & Co., or of the said Joseph Parker individually, and also all sums due for money borrowed by said Joseph Parker & Co., and then as to all the surplus and residue of the property hereby assigned, or of the proceeds and moneys arising therefrom, in trust, to deliver and pay the same over unto the said Joseph Parker and Cumberland D. Williams or their order, or the survivor of them, or the executors, administrators or assigns of such survivor.

In testimony whereof, the said Joseph Parker and Cumberland D. Williams, and Robert H. Osgood and John W. Osgood, have hereto set their hands and seals respectively, on the day and year first herein before written.

CUMB'D. D. WILLIAMS, [SEAL.]
JOSEPH PARKER, [SEAL.]
ROBERT H. OSGOOD, [SEAL.]
JOHN W. OSGOOD. [SEAL.]

Signed, sealed and delivered in presence of
EDW'D. HINKLEY.

The words "trustee or" and the word "said" being first interlined.
EDW'D. HINKLEY.

STATE OF MARYLAND, *City of Baltimore, sc.*

On the eighteenth day of March, in the year of our Lord one thousand

eight hundred and twenty-nine, before me, the subscriber, a justice of the peace in and for the city of Baltimore, personally appeared Cumberland D. Williams and Joseph Parker, the parties grantors named in the within deed, and acknowledged the same severally to be their act and deed.

Taken and certified on the day and year aforesaid.

SAM'L. YOUNG.

In testimony that the aforegoing is truly copied from the original deposited for record in the office of the clerk of Baltimore county court on the twenty-seventh day of March, 1829, I have hereunto subscribed my name and affixed the seal of Baltimore county court, this twenty-third day of April, in the year last aforesaid.

[SEAL BALT. CO. CT.]

WM. GIBSON,
Clk. Balt. Co. Court.

And afterwards, at the same term, the chancellor passed in the said cause an order in the words following:

Appointment of a Receiver.

DELAPLANE and others
vs.
PARKER and others.
} In chancery, 25th April, 1829.

On consideration of the bill and exhibits in this case, it is ordered that Stephen Honeywell, of the city of Baltimore, be, and he is hereby appointed a receiver, with power and authority to take charge and possession of all the goods, wares and merchandise, books, papers and effects of or belonging to the said Joseph Parker and Cumberland D. Williams, and which were conveyed by the said Parker and Williams unto Robert H. Osgood and John W. Osgood, by an indenture, bearing date on the eighteenth day of March, in the year eighteen hundred and twenty-nine; and also with power and authority to collect the outstanding debts due to the said Parker and Williams, as comprehended by the said deed. And the said defendants, Joseph Parker, Cumberland D. Williams, Robert H. Osgood and John W. Osgood, and each of them, are hereby required to yield up, surrender and deliver to the said Stephen Honeywell the aforesaid goods, wares and merchandise, books, papers and effects, subject, nevertheless, to the further order of this court.

And it is further ordered that, before the said Stephen Honeywell proceeds to act as a receiver by virtue of this order, he shall give bond to the State of Maryland, in the penalty of thirty thousand dollars, with surety to be approved by the chancellor, conditioned for the faithful performance of the trust reposed in him by this or any future decree or order in the premises.

And it is further ordered that writ of injunction be issued as prayed by the said bill of complaint.

And it is further ordered that, on and after the filing of the answers of the said defendants, they may move have this appointment of a receiver revoked and rescinded, and also that the said injunction be dissolved on giving to the said complainants, Frederick Delaplane, Basil James, and Robert Marshall, five days' previous notice of such motion. And the re-

gister is hereby directed to annex a copy of this order to the writ of injunction.

THEODORICK BLAND, Ch'r.

And afterwards, at the same term, the receiver appointed by said order filed *filed* in the said cause a bond approved by the chancellor, in the words following:

Receiver's Bond.

Chancery Court of Maryland.

FREDERICK DELAPLANE, BASIL JAMES and ROBERT MARSHALL *vs.* JOSEPH PARKER, CUMBERLAND D. WILLIAMS and others. } Bill for Injunction and Receiver.

Know all men by these presents, that we, Stephen Honeywell, Frederick Delaplane, Basil James, Rezin B. Simpson, John H. Orndorff, Nimrod Bull, James N. Keys, James Wilson, Alexander Grier, William Adreon, R. Matthews, and Samuel Hopkins, all the city of Baltimore, are held and firmly bound unto the State of Maryland in the penal sum of thirty thousand dollars, to be paid to the said State or its assigns. To the which payment well and truly to be made, we bind ourselves and each of us himself, our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this twenty-seventh day of April, eighteen hundred and twenty-nine.

Whereas his honor the chancellor of Maryland, by his order made on the twenty-fifth day of April instant, did nominate and appoint Stephen Honeywell, of the city of Baltimore, a receiver, with power and authority to take charge and possession of all the goods, wares and merchandise, books, papers and effects of or belonging to the said Joseph Parker and Cumberland D. Williams, and which were conveyed, or intended to be conveyed by the said Parker and Williams unto Robert H. Osgood and John W. Osgood, by an indenture bearing date on the eighteenth day of March, eighteen hundred and twenty-nine, and recorded in Baltimore county court, and also with power and authority to collect the outstanding debts due to Parker and Williams, as comprehended by the said deed.

Now, the condition of the above obligation is such, that if the said Stephen Honeywell shall faithfully perform the trust reposed in him by the said order, or any future decree or order in the premises, then this obligation to be void, else to remain in full force and virtue.

STEPHEN HONEYWELL, [SEAL.]
FREDERICK DELAPLANE, [SEAL.]
BASIL JAMES, [SEAL.]
R. B. SIMPSON, [SEAL.]
JOHN H. ORNDORFF, [SEAL.]
NIMROD BULL, [SEAL.]
JAMES N. KEYS, [SEAL.]
JAMES WILSON, [SEAL.]
ALEXANDER GRIER, [SEAL.]
WILLIAM ADREON, [SEAL.]
THOMAS R. MATTHEWS, [SEAL.]
SAMUEL HOPKINS. [SEAL.]

To the honorable the Chancellor of Maryland:

The undersigned certifies that the within bond is sufficient for the amount therein specified.

Respectfully, J. GLENN.
JOHN FERGUSON.
CHS. MITCHELL.

Baltimore, April 27th, 1829.

Approved 28th April, 1829.

THEODORICK BLAND, Ch'r.

Answer of the Osgoods.

And afterwards, at the same term, the defendants filed in the said cause their answer in the words following:

To the Honorable Theodorick Bland, Chancellor of the State of Maryland:

The joint answer of Robert H. Osgood and John W. Osgood, two of the defendants named in the bill of complaint of Frederick Delaplane, Basil James, and Robert Marshall. These defendants now and at all times hereafter saving and reserving to themselves all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said bill of complaint contained, for answer thereto, or unto so much and of such parts thereof as these defendants are advised is material or necessary for them to make answer unto, answer and say:

That these defendants admit that Joseph Parker and Cumberland D. Williams, two of the defendants named in said bill of complaint, did, on or about the eighteenth of March last past, execute and deliver to these defendants a deed of trust, and do admit that exhibit B annexed to said bill of complaint is a copy of said deed of trust. These respondents aver that the said deed was made in good faith, and upon a real and proper consideration. That at the time of the execution of the said deed of trust these defendants had loaned their copartnership name of Osgood & Co. as acceptors or endorsers, or both, of bills of exchange and promissory notes by way of accommodation for the said Joseph Parker and Cumberland D. Williams, on their joint copartnership account of Joseph Parker & Co., and without any consideration or benefit to be received therefor by these defendants, to a very large amount, of which the amount of sixteen or seventeen thousand dollars was at the time of the execution of said deed of trust outstanding and not come to maturity. That at the same time these defendants, as merchants trading under the said firm of Osgood & Co., were actual and bona fide creditors of the said Joseph Parker & Co. in a large amount, to wit, in the sum of six thousand three hundred and forty-one dollars and seventy-five cents, for goods sold and delivered by the said Osgood & Co. to the said Joseph Parker & Co., which was and is wholly unpaid and unsatisfied; that these respondents having a day or two previous to the date of said deed of trust heard the unfavorable news that had been received in Baltimore from Mexico, respecting the condition and prospects of the moneys of the Temascaltepec Mining Company of Baltimore, which caused a great and sudden depreciation in the current market price of the stock of that company, and also in that of Flatcotal Mining Company.

And these respondents knowing that the said Joseph Parker & Co. and the said Williams were largely interested in the stock of these mining companies, these respondents, under their above mentioned heavy responsibilities without value received therefor, became solicitous of being secured and indemnified by said Joseph Parker & Co. against loss, by reason or on account of the said accommodations and acceptances and endorsements so made and outstanding as aforesaid; and that in order to obtain such security and indemnity, these respondents requested the said Joseph Parker and Cumberland D. Williams to give to these respondents orders upon their consignees and correspondents in Savannah and Charleston, for such balances of goods and money as might be in the hands of such consignees belonging to or coming to the said Joseph Parker & Co., and also requested the said Parker and Williams to execute to these respondents the said deed of trust.

These respondents aver that they did not request or wish to be secured by means of said orders or of said deed of trust for the above mentioned debt of six thousand dollars and upwards, contracted as aforesaid for goods sold and delivered by these respondents to the said Joseph Parker & Co. in the regular course of business, or any portion thereof, being willing that all other creditors of the said Joseph Parker & Co. upon contracts of this kind should participate rateably and proportionably with these respondents in the estate, property and effects of the said Joseph Parker & Co. in case they should not be able to pay the whole of their debts; and these respondents aver that the said deed of trust was not intended to secure, nor does it in any way secure, the said debt of six thousand dollars and upwards, or any part thereof; and that the said deed of trust does not give, nor was it designed to give, to these respondents any advantage or benefit other than an indemnity against their said acceptances and endorsements made and outstanding as aforesaid.

These respondents, further answering, say that all the property conveyed by said deed of trust was in their legal possession, and under their actual control for the trust purposes of the said deed, from the time of the execution and delivery thereof to these respondents, until these respondents were notified of the appointment by your honor of Stephen Honeywell, as receiver, to receive and take charge of the same property; and these respondents considered themselves responsible and accountable, as trustees under said deed of trust, for the due and faithful execution of their duty as such trustees.

These respondents admit that it is true that these respondents permitted the said Joseph Parker and Cumberland D. Williams, as agents accountable to these respondents, to keep possession of their *bonds* and papers being in their counting house, and of some other things conveyed by said deed of trust, as well for the convenience of these respondents as that of the said Joseph Parker and Cumberland D. Williams, to enable them to prepare a statement and exhibit of their affairs to be laid before their creditors, with a view to a fair, honest and satisfactory arrangement and settlement of their concerns; and also for the benefit and advantage of all concerned and interested in the said deed of trust or otherwise as general creditors, they, the said Parker and Williams, being in the opinion of these respondents the most skilful and trust-worthy persons to have the custody and charge of said books and papers under the control of these respondents as trustees as aforesaid.

And these respondents moreover respectfully represent to your honor

that, immediately after the execution of said deed of trust, the said acceptances, endorsements and responsibilities of these respondents began to be reduced, and continued to be reduced and paid off as they became due, without the use or aid of the said trust property or funds, which circumstance rendered it probable, shortly after the execution of said deed, in the minds of these respondents, that all the objects of said deed of trust would soon be accomplished and fulfilled, and that the greater part of the property thereby conveyed to these respondents would be reconveyed to the said Joseph Parker & Co., according to the provisions and intent of the said deed.

And these respondents give your honor to understand and be informed that nearly the whole amount of said accommodation paper on which these respondents liable as acceptors and endorsers is now actually paid off, without the use or aid of said trust property or funds, and they hope and believe that the residue thereof, except one note for eleven hundred and twenty-five dollars, which is particularly mentioned in said deed, will be soon paid off and satisfied without loss to these respondents, and without resort to said trust property or funds.

These respondents deny that they ever threatened to effect any sales of any part of said trust property, or ever designed to sell any part thereof, except in the fulfilment of their duty as trustees under said deed of trust, and for the benefit of all persons in any way interested in said property. These respondents respectfully represent to your honor that some of said property consisted of articles which might be sold to advantage, as there was a demand for them, such as bacon, salt, vinegar, and other things connected with the large bacon establishment of the said Parker & Co. situate on the Pennsylvania Avenue, in the city of Baltimore; and these respondents knowing that it might be prejudice to the interests of all persons concerned and interested in said property to forbear to make any sales of any part thereof for any length of time, at a period of the year when it was in the best condition and most saleable, did after the execution of said deed of trust expressly authorize said Joseph Parker to keep charge of the bacon ware-houses on said Pennsylvania Avenue, and to make sales of bacon and other articles, as usual, to the best advantage, and to collect debts, and to render an account of sales and collections made, and any other acts respecting said trust property, to these respondents, having the most perfect confidence in the great experience, skill, judgment and unimpeachable integrity of the said Parker, whose peculiar province it had been for many years to attend to the said bacon establishment of the said firm of Joseph Parker & Co.

And these respondents, further answering, say that they have been informed by said Parker, and they believe, that previous to the injunction issued by your honor in this cause, and to the appointment of a receiver therein, the said Joseph Parker had made sales of some salt, empty casks, bacon, rye flour, &c., to a small amount, and had collected some debts due to said firm of Joseph Parker & Co., and had paid some small debts to laborers, &c., and also two small notes mentioned in said deed of trust, which payments these respondents approved.

These respondents say that they had not received any particular account of said sales and collections when the said Parker and Williams and these respondents were suddenly and most unexpectedly surprised and arrested in their proceedings by notice of the said injunction and order appointing a receiver as aforesaid, upon receipt of which notice the said property was

delivered over to the said receiver, and all the books and papers of said firm of Joseph Parker & Co. were by said receiver removed from the counting house of said firm and carried to some place unknown to these respondents, whereby these respondents were deprived of the means of obtaining the particular accounts of the acts of said Parker and Williams as the agents of these respondents, all of which these respondents believe were property entered in said books, and for which these respondents hold themselves answerable in law and in equity.

These respondents deny that there was any waste or dilapidation of any of the property of the said Joseph Parker & Co. from the time of the execution of the said deed of trust, and while the same was under the control and accountability of these respondents as trustees, and they say that they have no knowledge of any such waste or dilapidation as are charged in said bill of complaint to have been made at other periods. These respondents aver that the said trust property could not have, at any time previous to the fourteenth or fifteenth day of this present month of May, been rationally deemed unsafe in the hands of these respondents, either by themselves or others, on account of want of property, means or credits of these respondents; but these respondents admit that, on said fourteenth and fifteenth days of May, instant, they received intelligence of some failures of merchants at the eastward, which were wholly unexpected; and, in particular, the failure of Nathaniel West, Jr., of Salem, in Massachusetts, who is indebted to these respondents in the large sum of twenty thousand dollars, or upwards, which considerably shocked these respondents, and induced them to suspend regular business, although they believe themselves to be solvent, and that they shall be ultimately able to pay their debts in full. That on the sixteenth day of May aforesaid, it was generally known among merchants in Baltimore that these respondents had become embarrassed in consequence of said failures; but that previous to that day these respondents believe that they could upon their names have obtained credit to almost any amount; but that from the moment of receiving intelligence of the failure of said West, they declined to receive credits, although these respondents might now consider the trust property aforesaid as perfectly safe under their charge, in case your honor should restore it to their possession; still, under present circumstances, they would prefer to give security for the safety thereof; and they do therefore give your honor to understand that they are ready and willing to give such security as your honor may require and accept for the faithful performance of the duty of these respondents as trustees; and that they shall hold, and pay, and deliver the said trust property, or the proceeds thereof, subject to and in compliance with such orders and final decree as may be made and passed by your honor respecting said property and the proceeds thereof. These respondents deny that they were to be paid usurious interest, or any premium or consideration whatever for the use of their names, as endorsers or acceptors for said Joseph Parker & Co.; and deny that they did receive any interest or consideration therefor. These respondents further answering, say that the said note for eleven hundred and twenty-five dollars, particularly mentioned in said deed of trust, was originally created for the use of the said firm of Joseph Parker & Co., and that these respondents considered it in equity a debt due by said firm of Joseph Parker & Co.; and these respondents further say that they believe that all the notes and debts mentioned and intended to be secured in and by said deed of trust are in like manner debts of said firm; although the name of

only one of the partners or members thereof may now appear upon some of the said notes. These respondents deny that they have or ever had any special security for any of their said acceptances or endorsements, other than the said order and the said deed of trust.

These respondents, further answering, say that in pursuance of one of said orders, viz: an order on Savannah, they received a quantity of cotton, which has been delivered to the said receiver; that they have received no other funds or property by virtue or in pursuance of said orders or either of them, although they received information from the persons upon whom they were drawn, that the property and funds intended to be thereby transferred to these respondents by way of indemnity or security for said liabilities or responsibilities were transferred or placed to the credit and subject to the order of these respondents, who are willing to collect, or endeavored to collect the same for the benefit of all concerned therein, if they shall be ordered or permitted so to do by your honor.

These respondents deny all and all manner of fraud and of unlawful combination and confederacy wherewith they are charged in said bill of complaint, without that there is any other matter, cause, or thing in the complainants' said bill of complaint contained material for these defendants to make answer unto, and not herein and hereby well and sufficiently answered, avoided, traversed or denied, is true to the knowledge and belief of these defendants. All which matters and things these defendants are ready and willing to verify, maintain and prove as this honorable court shall direct, and they humbly pray to be hence dismissed with *his* reasonable costs and charges in the law in this behalf most wrongfully sustained.

JOHN W. OSGOOD,
ROBERT H. OSGOOD.

STATE OF MARYLAND, *City of Baltimore, sc.*

Be it remembered, that on this nineteenth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, before the subscriber, one of the justices of the peace of the State of Maryland, in and for the city aforesaid, personally appeared Robert H. Osgood and John W. Osgood, the defendants named in the aforegoing answer, and severally made oath on the Holy Evangelist of Almighty God, that the matters and things stated and contained in their said answer are true to the best of their knowledge and belief. In testimony whereof, I hereunto subscribe my name.

JOHN MOORE.

Answer of C. D. Williams and Joseph Parker.

STATE OF MARYLAND, *High Court of Chancery.*

To the Honorable Theodorick Bland, Chancellor of the State of Maryland:

The joint and several answer of Cumberland D. Williams and Joseph Parker, merchants, trading in the city of Baltimore and State of Maryland, under the firm of Joseph Parker and Company, defendants mentioned in a bill of complaint as discovery filed in the court on behalf of a certain Frederick Delaplane, Basil James, and Robert Marshall, merchants trading in the said City and State, under the firm of Delaplane and James, humbly sheweth to your honor: That these defendants now, and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception to the manifold errors, uncertainties, imperfections

and insufficiencies in the said complainants' said bill of complaint contained, for answer thereunto, or to so much and such parts thereof as they these defendants are advised is material for them these defendants to make answer unto. They these defendants answering, say, admit that they purchased flour from the said complainants, at the time and to the amount mentioned in their said bill of complaint, and that they, these defendants, gave the promissory notes of Joseph Parker & Co. therefor, some of which notes are not yet due, and the residue of which being due and now unpaid, and upon which the said complainants have brought suits at law against these respondents, in which special bail has been given. And these defendants also admit that, on the eighteenth day of March last, they executed and delivered to Robert H. Osgood and John W. Osgood, merchants, trading in the City and State aforesaid, under the firm of Osgood and Company, the deed of conveyance and trust mentioned in the said bill of complaint, a copy of which deed forms exhibit B, as therein stated: and, further, these respondents admit that the firm of Joseph Parker & Co. were in good credit on the day of the date of the said deed, and until the first protest of any of their notes was made, which happened on the nineteenth day of March last. And these defendants, further answering, severally deny that they at any time informed the said complainants or either of them that Joseph Parker and Company stopt payment without any pressure or loss happening to induce it; and they severally aver that to such of their creditors as enquired of them about the cause which induced the suspension of their payments as aforesaid, they, these respondents, invariably and truly answered by saying that they had sustained very considerable losses from bad debts made in the course of their business, and also mentioned, as the immediate cause of the said suspension, the apprehension created in their minds by the unexpected and sudden fall of four hundred dollars per share in the price of Mexican mining stock, occasioned by advices received in Baltimore on the sixteenth day of March last, from the agent of the said mining company, as per exhibit filed herewith, marked No. 1, at which time these respondents were interested therein as copartners to the extent of eight shares, as was Cumberland D. Williams in his own right to the extent of fifteen shares and one half, and which fall in the price of their said stock made a difference in the value of these respondents' joint and separate effects to the extent of nine thousand four hundred dollars, which difference in the value of property owned by the said Parker and Co. and the said Williams might be augmented to their injury, by and in the sum of the loss that would probably be sustained by them on an investment of one thousand dollars for the account of the said firm, and seven hundred and fifty dollars for account of the said Williams in other similar Mexican mining stock that had been and still is hypothecated with William Reynolds and Company, upon whose accommodation note the original value of this stock was raised; and which stock was, by the said advices, made utterly unsaleable; so that these respondents were led to fear that they could not much longer meet their payments, particularly without making wasteful and unwarrantable sacrifices of the property then belonging to them, or which they might thereafter purchase; and which apprehension induced these respondents, from a sense of duty to their creditors and to society, to refrain from making any new engagements, to suspend the payments of their firm, and to make such arrangements with their creditors as would be most beneficial to the parties interested therein;

and which determination these respondents respectfully mention to your honor, in proof of the good faith that has guided their conduct, not only towards their creditors, but also towards other persons from whom these respondents being as they were in high credit could have purchased property, or obtained funds to almost any amount, but which they did not do in a single instance after they felt apprehensive that they could not punctually pay for such property or return such funds.

And these respondents, further answering, aver that the purchases made by their said firm from the complainants were all contracted in good faith, under the belief then entertained by these respondents that they could punctually fulfil the obligations created thereby; and they also aver that the said deed of conveyance and trust was executed and given by these respondents solely for the purpose of securing bona fide accommodation and copartnership debts and obligations of the said firm of Joseph Parker & Co.; some of which debts, however, or the evidences thereof, were only in the name of one or the other of the partners of the said firm of Parker & Co., but for the payment of which debts and obligations, each and every of the Cestiuque trusts mentioned in the said deed were entitled in equity or by law to the indemnity provided for them therein, either as preferred obligees or creditors for money lent without interest, or as gratuitous drawers or endorsers, or acceptors of notes or bills; the amount or proceeds whereof, having been obtained by one or both of these defendants in aid of their copatnership business, became mingled with, and so augmented and formed part of the funds in the possession of the said firm of Joseph Parker & Co., as in part is shewn to your honor, and will appear from exhibit No. 2, filed herewith, and so made part thereof.

And these defendants, further answering, deny that they have combined or confederated with Robert H. Osgood and John W. Osgood, or either of them, or with any other person or persons whomsoever, to injure the complainants, or any of the creditors of the said Joseph Parker & Co. by defrauding them, or either of them, out of the funds of the said firm, or of any part thereof, or in any other way, or by any other means whatsoever; and they aver that in, over, or about the property, estate, &c., or the books of accounts, &c., mentioned in the said bill of complaint as being by the said deed conveyed, and which by the delivery, acceptance, and record of the said indenture, came to the possession of the said Robert H. Osgood and John W. Osgood, trustees therein mentioned, these respondents have not, since the delivery of the said deed, exercised any control or authority but in the capacity of assistants and agents to their aforesaid responsible trustees; but they these respondents admit that in this relation, and at the request of the said trustees, they have since the date of the said deed taken care of a part of the property conveyed thereby, and that they have collected several small debts due to Joseph Parker & Co., and also that they have sold and received pay for some parcels of the said property of small value, but they severally deny that they were ever asked, or that they ever refused to account for the said property, or any part thereof to the said complainants, or to either of them; and these respondents also severally deny that either of them has applied the sums of money collected or the proceeds of property sold as aforesaid by them, as the agents of the said trustees, or any part of the said money or proceeds, to their own use, or to the use of either of them, fraudulently, as against the creditors of the said

Joseph Parker & Co. And, further answering, these respondents aver that the money so by them collected and received, together with six hundred and seventeen dollars, money of their said firm on hand at the date of the said deed, less in the first place to the amount of two thousand and six dollars been applied to the payments of debts, secured under and by said deed of trust, and that acting under the belief that a very large surplus of property and funds will remain, and be returnable to Joseph Parker & Co. after the several trusts created by the said deed shall be fulfilled, the balance of the said money, amounting to five hundred and eighty-three dollars and seventy cents, has with the consent and approbation of the said trustees (with one hundred and eighteen dollars and seventeen cents of the separate and individual means of these respondents) been applied to the payment of small debts due from, and claims chargeable to the said firm, chiefly due to laborers, and for many of which debts, judgments would doubtless have been soon obtained from magistrates. And these respondents severally say that they have not, to the best of their recollection and belief, been asked by the complainants, or either of them, since the date of the said deed, to exhibit or shew to them, or either of them, the books of accounts, invoices, inventories, or other papers, vouchers and evidences of debts belonging to and owing from Joseph Parker & Co. And these defendants severally deny that they have stated or pretended to the complainants, or either of them, or to any other person, that the books of account belonging to the said firm of Joseph Parker & Co. were in so confused a state as to require much or any time to make them examinable; but they admit that some time had necessarily to elapse after they had stopt payment, before they could obtain accounts of their shipments and transactions to and with persons living in other States; and also that the possession of these accounts was indispensably necessary to enable these respondents to make out an accurate and full exhibit of their affairs to their creditors, and so these respondents may have said to their complainants. And these respondents aver that they were with due diligence and fidelity preparing to make out such an exhibit for the use and inspection of their creditors, when they were interrupted by the injunction and order appointing a receiver to take possession of said books, &c., granted by your honor at the suit of the complainants. And further answering, they, these respondents, deny that the said deed of trust was intended, chiefly or in part, to secure and cover claims against either of them, arising out of or for account of their or any of their individual or private debts, and they aver that it was made exclusively to assure the payment of debts owing by their firm to the United States government, and to accommodate creditors of their said copartnership, and for the payment of every of the said debts. These respondents again aver that the funds and property of their said firm were liable in law and equity, because their said funds had been from the said sources augmented in the precise sum of the said debts, and which will in part appear to your honor by reference to the paper marked Exhibit No. 2, filed as herein before mentioned as part hereof. And the defendants say that the reservation to themselves, or the survivor of them, of the entire surplus of their property, funds and estate, as provided for in said deed, after the special trust therein created shall have been fulfilled, was made from a sense of duty to their general creditors, amongst whom the said Osgood & Co. are the largest, and they being the creditors of Joseph Parker & Co. for a greater unsecured

amount than any other firm or individual, and for which debt these respondents did not intend to give them special security, preference or priority. And, furthermore, they say that the said reservation was also made as aforesaid because these respondents then intended to propose and hoped to make such arrangements that would be far more beneficial to their creditors generally and severally, than a settlement of the affairs of these respondents by any other means or *or* persons can possibly be rendered. And these defendants, further answering, again deny that they intended by or under the said deed to secure the payment of any debt or claim out of their copartnership funds, for which the said funds were not antecedently liable, either in law or equity. And they again aver that each and every of the debts and claims secured, to be paid under the said deed, were justly chargeable on their said copartnership funds.

And, further answering, these defendants deny that their said joint funds have been shamefully or otherwise dilapidated by either of them ; and more especially do they deny that any such dilapidation has been committed by Cumberland D. Williams, by means of his having taken out of their said funds large sums of money for the purpose of investing the same in private visionary speculations for his own emolument, or by any other means whatever. And they furthermore deny that their said joint funds have been dilapidated by reason of the said Cumberland D. Williams having taken large sums of money therefrom to pay off old debts that were due from him alone, and not from their said firm. And these respondents severally deny that they ever told the said complainants, or either of them, that the partnership funds of Joseph Parker & Co. had been dilapidated in either of the modes charged in the said bill of complaint, and that they had been dilapidated in any other way or manner ; and they aver that the money, property, funds and credits appropriated or placed by the said Cumberland D. Williams to the use of their said copartnership have at all times exceeded the payments made by their said firm on account of his said old debts. And these respondents deny their copartnership funds have been dilapidated in any way or measure since the execution of the said deed to the said Osgood & Co.; and they also deny that their said funds and property could be deemed unsafe in the hands of their said trustees, or in the care of those respondents acting by the request and under the authority of the said Osgood & Co., who were and still are, as these respondents aver, and as the said complainants well knew them to be, merchants of unblemished character, and who these respondents aver were, and continued to be, down to the sixteenth day of May instant, merchants of undoubted credit, not merely in the minds of these respondents, but in the estimation of the mercantile community, and so much so that these respondents believe that up to that period they, the said Osgood & Co., would have been credited to almost any amount in goods or money by merchants or moneyed institutions upon their own names alone; but that on the said sixteenth day of May, the said Osgood & Co. became embarrassed in consequence of heavy, unforeseen and altogether unexpected failure of merchants at the eastward, and particularly of the failure of Nathaniel West, of Salem, Masssachusetts, who alone was at the time of his failure indebted to the said Osgood & Co. in the large sum of about twenty thousand dollars; that these failures happened within a week or ten days last past, and intelligence thereof was received by said Osgood & Co., as these respondents have been informed and as they believe, not more than two or three days

previous to the said sixteenth day of May instant, the day on which these respondents and the public generally first heard or knew of the embarrassments of the said Osgood & Co., who it is expected will nevertheless pay their debts in full. And these respondents represent unto your honor that the said Osgood & Co. being bona fide general creditors of these respondents to an amount larger than is due or owing to the complainants, or to any other firm or individual from Joseph Parker & Co., for which debt they the said Osgood & Co. have not received any special security from these respondents, it having been contracted for merchandise bought from the said Osgood & Co. by these respondents, would naturally and of course feel more deeply interested and anxious for the due preservation, prompt collection, advantageous sale, and faithful appropriation of the funds, property, claims and estate of these respondents towards the payment of their general creditors, than any other person or persons would or could be. And further these respondents answering severally deny that they told the said complainants, or either of them, that Joseph Parker & Co. were not indebted to the said Osgood & Co. to any considerable amount in any way excepting only on certain endorsements, &c., as stated in their said bill by the complainants: And these respondents aver that the said Osgood & Co. were, at the time of the execution and delivery of the said deed, and now are bona fide creditors of the said Joseph Parker & Co., for and on account of merchandise sold and delivered to these respondents by the said Osgood & Co. to a much larger amount in value than these defendants owe to any other person or firm whatsoever, and for the payment of which said debt these respondents have neither given nor intended to give any priority, preference, or special security to the said Osgood & Co., who only have the promissory notes of these defendants to assure and evidence the said debt; one of which notes, being for the sum of twenty-four hundred and twenty-five dollars and ninety-three cents, became due and payable on the twenty-second day of March last, and yet was not, nor were the others secured by these defendants under the said deed, which circumstance is here particularly stated and shown to your honor as a strong proof of the good faith observed by the said Osgood & Co. and these respondents towards the creditors of Joseph Parker & Co. And these defendants, further answering, aver that Osgood & Co. have not in any instance asked, expected or obtained from them any per centage or premium whatsoever, for the use of their names or endorsements on notes, bills, drafts or acceptances, and also that these respondents have never promised or paid to the said Osgood & Co., or either of them, usury in any case, or even legal interest on money lent to these respondents by them from time to time in the course of their copartnership business.

And these respondents aver that the said Osgood & Co. were bona fide endorsers and creditors of the said Joseph Parker & Co., for every outstanding endorsement by them made for these respondents, or either of them, and which were intended to be secured by said deed of trust. And that the said Osgood & Co. are, by the immemorial usage of merchants, no less than in equity, entitled to the indemnity guarantied to them by the said deed of trust for each and every such gratuitous endorsement. And these respondents also aver that every individual Cestuique trust provided for under the said deed is a gratuitous bona fide creditor of Joseph Parker & Co., either in loans of money, notes, or endorsements, for their accommodation, and as such entitled to be indemnified and paid out of the funds of their said

copartnership. And these respondents deny that they have either delayed to take, or that they have intended to apply for the benefit of the insolvent laws of this State, in order to cover and protect the property conveyed by the said deed of trust, or any of their joint or separate funds from pursuit and recovery by legal process, or for any other reason whatever; and they aver that, although they have met with very considerable losses in the course of their business, and have suffered great disappointment in the current value of Mexican mining stock, now much depressed below its recent price, yet these defendants declare that they have believed, as your honor will see on reference to papers marked Exhibit No. 3 and 4 filed herewith, and do even now hope, that a resort to the insolvent laws of this State will not be found or made necessary in their case, for they know that the interests of one and all of their creditors will be sooner secured, and for better promotion, by means of such arrangements as might be mutually agreed upon between these respondents and their creditors, than can possibly happen or be assured by legal proceedings or a resort by these respondents to the insolvent laws of this State; and these respondents aver that, from the moment when they determined to suspend their payments, as by exhibit marked No. 5 and filed herewith your honor will perceive they did, rather than make what might proved wasteful and unwarrantable, attempt to meet their engagements with punctuality; they, these respondents, have at all times intended, as they do still intend, to propose for the consideration and acceptance of their creditors, such an arrangement of the affairs of Joseph Parker & Co. as will be more advantageous to their creditors than any other proceeding can possibly be made; and these respondents believe that such an arrangement would now be approved and accepted by the chief of their creditors, and enough of them to justify these respondents in concluding the same, should some of their creditors even insist upon the punctual and literal fulfilment of the obligations of these defendants. And these defendants, further answering, say that, before the said deed of trust was executed, orders were delivered in writing, by Joseph Parker & Co., to the said Osgood & Co., for the surrender of certain property or the proceeds thereof to the said Osgood & Co. or to their order, which property had been shipped by the said Parker & Co. to several consignees living at sundry places beyond the limits of this State, to wit: for property or the proceeds thereof at Savannah, of the value of six thousand dollars, and of which three thousand seven hundred and fifty dollars value has since been received at Baltimore in cotton, that has been delivered to the receiver appointed in this suit. And at Charleston, of the value of nine thousand dollars, of which four thousand dollars would be remitted to New York to meet the engagements of Parker & Co. in this city; and that, after the execution of said deed of trust, an order was given in Virginia, of the value of about three hundred and eighteen dollars, which has been applied by the consent of the said Osgood & Co. to return money borrowed from Wm. McDonald & Son, to pay a bond at the United States custom-house, which orders, excepting the last mentioned one, were given to the said Osgood & Co. by these respondents before the said deed was executed, and for the purpose of saving and keeping the said Osgood & Co. harmless and indemnified for and on account of their endorsements, gratitutiously given to these respondents in aid of their copartnership business on notes, bills, drafts or acceptances founded on or growing out of their said business, and which orders were, as these respon-

dents believe, forwarded promptly, and before the laying of the aforesaid injunction for the observance of the said consignees, who have in return promised and agreed to account to the said Osgood & Co., according to the directions contained in the said orders, for all of the said property or proceeds that might come into their hands respectively, or that then was in their possession. And these respondents further state that the residue of their property and effects, which was at the time of making the said deed in the possession of Joseph Parker & Co., or under their control within this State or elsewhere, consisted of eight shares of Mexican mining stock, of the par value of three hundred dollars per share; three per cent. stock in the Unitarian Church, of the value of two hundred and fifty dollars; bills receivable to the amount of two hundred and fifty-six dollars and nineteen cents, together with a large quantity of bacon, vinegar, rye-flour, salt, and warehouse furniture, of the value in all of six thousand dollars; which bacon, vinegar, flour, salt and furniture have been, along with the cotton that subsequently arrived at Baltimore of the value of about three thousand seven hundred and fifty dollars, delivered to the receiver appointed in this suit, save and excepting only such small parts or parcels thereof as has been sold, and the proceeds of which had been applied to the payment of debts due from Joseph Parker & Co. as herein before more particularly set forth; and they state that the said property and effects were delivered as aforesaid, either by Osgood & Co. or by these respondents acting in the capacity of agents or assistants to the said trustees, into whose possession the said property and effects was deemed to have passed by and in virtue of the execution, delivery, acceptance and record of the aforesaid deed of conveyance and trust.

And further these respondents say that the books of accounts, invoices, inventories and other papers, vouchers and evidences of debts belonging to Joseph Parker & Co. recently and in like manner delivered to the said receiver, were under the care of these respondents by the permission of their said trustees, and for the purpose of enabling these respondents to make necessary and proper entries therein relative to the business of their said copartnership, and also for the purpose of enabling these respondents to compile therefrom a full and accurate statement of their said business for the inspection and use of their creditors; and they also say that, since the said deed of trust was executed and delivered by them, these respondents have had possession, and exercised control over any of the property, funds and estate of Joseph Parker & Co., thereby conveyed, only in their relation of authorized agents for the said trustees. And they also say that they do not know that any part of the said property, funds or estate, has been sold or applied by the said Osgood & Co. or by these respondents, since the execution of the said deed, excepting only as has been herein before or will be herein after stated. And that so much of the property or funds of the said firm as passed under the control of the said Osgood & Co. by virtue of the orders aforesaid, and which being and continuing beyond the limits of this State, the said Osgood & Co. may not choose to bring therein to subject to adversary proceedings in the courts thereof. And these respondents, further answering, say that the money belonging to their said firm, and on hand at the date of the said deed of trust, or which has since been collected from their debtors or received in payment for such small parcels of their property as having been sold, has been all applied beneficially for their creditors, as herein before stated. And these respondents, further answering, aver that

they did not either of them hold in their separate or individual name, or possession of either of them, any mining stock belonging to or for the account of the said firm, and also that they have not delivered or given any such mining stock to Osgood & Co., but they admit that mining stock belonging to Osgood & Co. and others jointly with Cumberland D. Williams, and for the payment of the purchase price whereof the said Osgood & Co. were and are bound as the payers or endorsers of one or more notes issued on account thereof still remains as it always did, for aught these respondents know, from the time of its being purchased, in the possession of the said Osgood & Co.; and they also admit that other mining stock belonging to Andrew Hall jointly with Cumberland D. Williams, for the purchase price whereof the said Hall was and is bound and liable on one or more notes issued on account thereof still remains, as it always did from the period of its purchase, in the possession of the said Hall; and they say that this transaction is closed or cancelled by reason of the said Hall having taken the said stock from the said Williams to meet his liabilities on thereof which exceed the present price of the said stock. And further answering, as these respondents are required to do, they again say that all the bacon and other merchandise of the said Joseph Parker & Co. conveyed by the said deed of trust to Osgood & Co., and over which they authorized these respondents or either of them to exercise or take any care or control, was delivered to the receiver herein before mentioned, excepting only such small parcels thereof as were sold, and the value of which has been applied beneficially for their creditors as herein previously stated. And these respondents, further answering, aver that the firm of Joseph Parker & Co. was on the day of the date of the said deed bona fide and lawfully indebted to the aforesaid Osgood & Co. in the sum of six thousand three hundred and forty-one dollars and seventy-five cents on account of and for coffee purchased by these respondents from the said Osgood & Co. in the ordinary course of the business of the said Parker & Co., and for which debt these respondents gave their promissory notes to the said Osgood & Co. soon after the date of such purchases, but for the payment thereof these respondents did not give and have not given to the said Osgood & Co. any special security whatsoever, because these transactions were founded on the hope of mutual advantage. And these respondents further state that, the said firm being justly indebted or liable to the said Osgood & Co. for their gratuitous endorsement of the outstanding note of Cumberland D. Williams drawn for eleven hundred and twenty-five dollars which was originally discounted for the use of their said firm, and which has since been renewed from time to time, they, these respondents, considered and felt themselves in conscience, honor and equity, bound and entitled to hold and save the said Osgood & Co. harmless and indemnified according to the provisions of the said deed of trust, for and on account of their gratuitous endorsements of the said note, as well as for and on account of their having gratuitously made other and many endorsements for Joseph Parker & Co. on drafts, bills or acceptances predicated on or flowing from their shipments of merchandise to other places, which said drafts, bills and acceptances would most probably be paid by or out of the proceeds of such merchandise, but which, nevertheless, by reason of losses or otherwise, might be found insufficient to discharge the said endorsements. And these respondents, further answering, state that their said firm was justly indebted or liable to the several Cestuique trusts named in the said deed to

the amounts mentioned in connection with their names respectively, and upon transactions that increased the funds of Joseph Parker & Co. in such case to the extent of these debts or liabilities, and which in their origin and during their continuance were entirely gratuitous on the part of each and every of these Cestuique trusts for whose indemnity in these transactions your respondents always considered themselves bound alike by honor and equity to provide. And these respondents, further answering, state that Osgood & Co. knew that the aforesaid deed of trust was about to be made, and desired that it should be executed, as did also Nathaniel Williams, who, being the district attorney of the United States, represented the claims and looked to the interest of that Government thereunder; and, being consulted thereupon, he approved and desired the execution of the said deed.

And these respondents, further answering, as required by the said bill of complaint, clause by clause, again aver that the endorsements or acceptances made for them by Osgood & Co. were all gratuitously given to these respondents, and that in no case did these respondents pay or promise to pay them, or any other person to their use, any premium or per centage whatsoever, for or in consideration of any of their said endorsements or acceptances. And these respondents further state that the considerations for *for* the several contracts secured, or intended to be secured by the said deed of trust, were as follows, to wit: notes drawn or endorsed for the use of Parker & Co., on some of which the name of Cumberland D. Williams or Joseph Parker may alone appear, instead of the name of the said firm, (as indeed even the bank accounts of the said firm were always kept in the name of the said Cumberland D. Williams alone)

1.	The note or endorsement of Osgood & Co. for the sum of	$1,125
2.	ditto of Andrew Hall for - -	750
3.	The note or endorsement of Thomas Tenant, part of one that was for $3,125, but now is for $2,300, and for which partial security was before given, leaving indemnity to be provided for further balance - - - - -	1,300

The said Tenant holding a counter note endorsed by Parker & Co., which is now under protest.

4.	The note or endorsement of Nathaniel Williams - -	250
5.	ditto of John Barney - - -	250
6.	ditto of George Williams for - -	360
7.	ditto of Jno. McPerson & Co. -	146

Which said notes were discounted, and the proceeds thereof obtained or received by Joseph Parker & Co., and in the second place, money borrowed by the said Parker & Co. from sundry persons, and not drawing interest, say to the amount in all of about twenty-one hundred dollars, of which sum fifteen hundred dollars was payable to Edward P. Williams, being money originally in trust with Cumberland D. Williams, who lent it free of interest to the said Joseph Parker & Co. in the year eighteen hundred and twenty-four; which is a part of a larger sum entrusted to the said Cumberland D. Williams by Henry Rice, of Boston, as will appear by exhibit marked S, hereto annexed, and which has been repaid under the said deed of trust; and thirdly, funds received by Joseph Parker & Co. from Cumberland D. Williams, assignee of Hammond and Newman, and being assets in his hands in trust, to the use of the United States, to pay the duty bonds of the said Hammond and Newman at the Baltimore custom house, to the

amount of two thousand eight hundred and four dollars and sixteen cents; and the further sum of eighteen hundred thirty-nine dollars and sixty-three cents, received by the said Joseph Parker & Co. from Cumberland D. Williams in trust, to pay duties to the United States, on goods imported by George H. Newman, for the payment of which the said Williams gave his bonds to the custom house, in consideration of the said Newman's paying or giving to the said Williams funds in anticipation to pay the same, and of which funds Joseph Parker & Co. became possessed, in each and every of which gratuitous and honorary transactions these respondents always deemed and considered themselves bound to provide, and the several parties entitled to demand and have suitable indemnities to keep and save harmless at any moment and at all times. And these respondents, further answering, say that all of their books of accounts, invoices, inventories and other papers, vouchers and evidences of debts belonging to Joseph Parker & Co. or touching their property included in the said deed of trust, have been delivered to the receiver herein before mentioned; and they aver that the several additions thereto, and the entries written in the said books since the 18th day of March last, were made bona fide, and as these respondents believe to be correct at the time when they were made. And for the rest they will be found as they were on the said day, unless they have been altered since the delivery of the said books and papers was made to the said receiver.

And these respondents, further answering, state that Cumberland D. Williams, for his individual benefit, joined William G. Appleton in making certain transactions in wax, for the value of which said wax or thereabouts William Dawson & Co. advanced and lent their promissory notes, they the said Dawson & Co. having or being entitled to have the said wax or the procceds thereof under their control, or the control of their agents, it being always understood that the said wax and the proceeds thereof were specifically applicable to the discharge of the aforesaid liabilities of the said Dawson & Co. And these respondents further state that the said Dawson & Co. now have or hold the residue of the said wax or the proceeds thereof in the hands of D'Arbel & Co., under their control, to indemnify themselves for and on account of their notes or liabilities issued or given thereupon, and discounted for the use of the firm of Parker & Co. to the amount of six thousand dollars, and which notes will be paid or discharged by the said Dawson & Co. from the proceeds of the said wax, and, as these respondents believe, without causing much if any deficit, or leaving any surplus. And so may it please your honor, it is true as these respondent aver, that the funds of their copartnership have not been impaired by the said purchase of the said Williams. And they also aver that the sums advanced by Parker & Co. on account of the said Williams' own adventures have been paid to them by the proceeds of the said notes of Dawson & Co., discounted as aforesaid, and which repayment should of itself cancel the balance of the accommodation account as between the partners standing on the books of the said firm, against the said Williams; but besides this repayment so made, the said Williams has moreover appropriated property of the value of four thousand dollars, parcel of his individual estate, to settle as much of his said accommodation account; and they again aver that their said funds have not been impaired by either of these respondents, by reason of any transactions or investments made by or for

either of them, separate, apart, or distinct from the business of their said firm.

And these respondents deny all and all manner of fraud, collusion, unfair dealings, and all and all manner of unlawful combination and confederacy, wherewith they are charged in the said complainants' said bill of complaint, without that there is any other cause or thing in the said complainants' said bill of complaint contained material for these respondents to make answer unto, and not hereby and herein well and sufficiently answered, avoided, traversed or denied, is true to the knowledge and belief of these respondents.

All which matters and things these respondents are ready and willing to aver, maintain and prove, as this honorable court shall direct. And now to the end that each and every Cestuique trusts mentioned or intended to be indemnified by and under the said deed of conveyance and trust may be saved harmless and kept indemnified for their and every of their several acts gratuitously done, in aid and on account of the copartnership business of these respondents, as in equity they are fully entitled to be; and also that the United States Government may be paid out of the said trust funds, conformably to the said deed, and as by law the said Government is entitled to be paid therefrom ; judgment having been obtained for the amount thereof in the circuit court as to your honor is shewn by exhibit No. 6, filed herewith, on which judgment proceedings may soon be instituted in this behalf by the district *of* attorney of the United States against the receiver herein before mentioned. And to the end, also, that these respondents may give to their copartnership business such further care and attention as is due thereto from them, for the benefit of their creditors generally, and thus assume to their said creditors respectively the payment of a much larger part of the debts due or owing to them from these respondents than will or can possibly be obtained from their estate by any of their said creditors through or by any means other than the care, agency or superintendence which these respondents should and will freely and faithfully give thereto, which to your honor may appear obvious, because much of the said estate is perishable in its nature, and depends materially for its future value upon its being skilfully preserved until it may from time to time be advantageously sold by persons experienced in such business; and because other large parts of their funds or estate beyond the limits of Maryland will otherwise most probably be wasted, if not ultimately lost, which should be saved, and they would be if adversary measures shall be dismissed by your honor in this suit; but which funds these respondents apprehend will, under different circumstances, be instituted by their former debtors, to await the issue of tedious, distant, uncertain and expensive adjudications for the said debtors without having any knowledge of the said deed of trust, have respectively promised to account for and pay over to the said Osgood & Co. all such balances of the copartnership funds of these respondents as were in, or might come to, the hands of their said debtors, from whom the same may not be collected by the aforesaid trustees, because of the injunction granted in this suit by your honor. In tender consideration whereof, and for such other reasons as to your honor may seem just, these respondents humbly pray that the injunction heretofore granted and laid in this suit may now be dissolved, and that your honor may be pleased to order and direct that the receiver herein before mentioned as having been appointed in the premises to re-deliver to

Osgood & Co., trustees aforesaid, whatsoever was by them or by these respondents acting for the said trustees re-delivered to the said *receiver*, so that the same and the proceeds thereof may by the said trustees and these respondents be promptly applied to the discharge of the debts due and owing from the firm of Joseph Parker & Co., as they in equity and law may be entitled and bound to do. And, finally, these respondents pray your honor to grant them such further and other relief in the premises as to your honor may appear to be just and proper, and that they may be hence dismissed with all reasonable costs.

JOSEPH PARKER,
CUMB'D. D. WILLIAMS.

STATE OF MARYLAND, *City of Baltimore, sct.*

Be it remembered that on the twentieth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, before the subscriber, a justice of the peace of the State of Maryland, in and for the city of Baltimore, personally appeared Joseph Parker and Cumberland D. Williams, the defendants named in the foregoing answer, and each of them, said Parker and Williams, did make oath on the Holy Evangely of Almighty God that what is contained in his and their foregoing answer, as far as concerns his own act and deed, is true of his own knowledge, and that what relates to the act of any other person or persons he believes to be true.

Sworn before T. H. BELT.
May twentieth, 1829.

Exhibit No. 1, referred to in the answer of Williams and Parker.

I hereby certify that letter No. 69, from Wm. H. Keating, the company's agent at the mines of Temascaltepec, dated the 17th day of January, 1829, was received by the Board of Directors on the evening of the 16th of March last past.

EDW'D. PEL ROBERTS, Sec'y
Temascaltepec Mg. Co. of Baltimore.
May 8th, 1829.

Exhibit No. 2, referred to in the answer of Parker and Williams.—Letter from Parker to Williams, dated July 23d, 1821.

Copy as per Letter Book.

BALTIMORE, July 23, 1821.

Mr. CUMB'D. D. WILLIAMS,

SIR: As you are about to take a journey and to be absent some months, it seems proper, in providing against possible events, to state by letter (there being no formal articles between us) the nature of our connection in trade as understood by us. The trade which has been prosecuted in my name since February, 1820, has been, and continues to be, for our mutual benefit.

The credit and funds afforded by you, although they exceed the amount first stipulated, (namely, $6,000,) are, notwithstanding, used equally for our benefit. The money paid in by either as stock draws interest from the

concern; all charges arising from interest paid, or fair and reasonable expenses incurred for store rent, labor and assistance, incident to the commercial business I prosecute, are to be satisfied out of the funds belonging to the concern, neither of us making any charges for our personal attention.

After the necessary deducting for these charges on the profits or funds of the concern, the residue, subject first to the discharge of the credits obtained and the cash received as stock, belongs equally to both of us, each being liable at the same time for the money drawn out on his account, and used for his own personal benefit.

I acknowledge your right to restrict the annual of cash and credits afforded by you to the sum of 6,000 dollars whenever you feel yourself obliged to withdraw the excess above this sum, excepting only the profits of the concern, which are to be held undivided until our dissolution or mutual consent.

I moreover acknowledge that you are under no obligation to render your personal attention to our concerns, and consider any yet given, or which you may hereafter give, as voluntary and gratuitous.

In the event of sickness or absence from this city, I desire your management of our affairs, or at least that they be subject to your control, and I hereby authorize you to exercise unqualified control and power over them.

In the event of death to either of us, it is my will and desire that the survivor be authorized to wind up our joint transactions.

Referring to the list of cash and credits received by your means at the present moment.

I remain yours, truly,
JOS. PARKER.

Cash as stock, but for which I have given my promissory note for an equal amount,		$2,500
Promissory note, founded on mortgage of house and lot occupied by Oliver Holmes, for		$5,000
Also, the following notes drawn and renewable every 6 months from 1st Jany. to the 1st July,		7,500
R. H. Douglass, for	$1000	
Andrew Hall, for	1000	
Cumb. Dugan, and Jos. Parker, two $500 each,	1000	
Osgood & Co.,	1125	
Thomas Tenant,	3125	7,250
Amount of money and notes now used by me four our joint advantage,		$14,750

Reply of Cumb'd. D. Williams.

BALTIMORE, July 24th, 1821.

To Mr. Jos. PARKER.

DEAR SIR:—The foregoing letter addressed to me, and the statement annexed I have received, and confirm their tenor, and agree to the obligations of the same.

CUMB'D. D. WILLIAMS.

Exhibit No. 3.—Letter from J. Parker to J. Leland and Brothers, dated 26th March, 1829.

Copy from Letter Book.

BALTIMORE, March 26, 1829.

To J. LELAND & BROTHERS.

GENTLEMEN:—Referring to our letter of the 18th inst. we have further to ask that you urge the sale of the flour in your hands, being exceedingly anxious to wind up our affairs; we have strong hopes of adjusting with our creditors, and the earlier we can prepare, the better for all parties. We beg you therefore to sell our flour to the best advantage.

Respectfully yours, JOS. PARKER.

Exhibit No. 4.—Letter from J. Parker to C. and C. Bruckmeyer, Charleston, dated 26 March, 1829.

Copy from Letter Book.

BALTIMORE, March 26, 1829.

To C. and C. BRUCKMEYER, Charleston.

GENTLEMEN:—We are favored with yours of 11th, 14th, and 16th inst.; with invoice of 100 bales of cotton to your credit in our account $2,709 98; we think for once something will be made on it. We aim at an early compromise with our creditors, and have no doubt of effecting the one on fair terms, if we could do it at once; we therefore wish our effects disposed of, and the most made of them. Very respectfully yours,

JOS. PARKER.

Exhibit No. 5.—Letter from J. Parker to Sorrel and Anderson, Savannah, dated 20 March, 1829.

BALTIMORE, March 20th, 1829.

To SORREL and ANDERSON, Savannah.

GENTLEMEN:—We wrote you on the 18th inst., ordering our funds to be subject to the order of Osgood & Co. This event happened as suddenly to us as it will appear to you. It was owing to discouraging news in a concern in which we have too deep an interest; we determined to do no injustice to no one under the uncertainty of circumstances, and we suspended payment full handed. The draft for the cotton was accepted. This was thought the most convenient of adjusting the matter; you will send on our funds to take it up at maturity; the balance held for Osgood & Co's. order. If you have not sufficient to pay for the cotton, the deficiency will be paid by proportion (of proceeds) of the cotton. But we believe our funds considerably beyond this when realized. We strongly desire that you will make the most of our property for the good of whoever it may concern. We have no doubt you will do so. We hope that ultimately there will be no loss through us by our creditors, certainly we thought ourselves sound last week. We hope the Independence has arrived, she must be due; she cleared the 26th ulto., and sailed 3d March. We are particularly gratified at your last sale of flour. We wish all sold as well as the market will afford.

Very respectfully yours, JOS. PARKER.

Exhibit No. 6.—Short Copy Judgment against C. D. Williams.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

THE UNITED STATES
vs.
CUMBERLAND D. WILLIAMS. } Action on the case, May 8th, 1829.

Judgment for the damages in the nar. and costs.

To be released on payment of the sum of $4,643 79, with interest from 8th May, 1829, and costs.

Costs, - - - $19 75

PHILIP MOORE, Clk. Circuit Court.

Exhibit S.—Letter from H. Rice to C. D. Williams, dated Boston, 16th August, 1824.

BOSTON, August 16th, 1824.

CUMB'D. D. WILLIAMS, Esq.

DEAR SIR:—Having after many years' delay succeeded in obtaining the passage of an act of Congress for a return of the duties which had been twice paid on merchandise imported into Castine, in the procuring of which you have had an agency, and as our agreement for your compensation was rather indefinite, and depends much on my own opinion of the services you have rendered, I am willing to allow you the same I paid Mr. Blunt, 5 per cent. commission on the amount I have received from the Treasury, which will amount to $2,554 45. I am disposed highly to appreciate your services and those of your friends, and understanding that you are not disposed in your own right to accept of more than 5 per cent., but have signified that any further sum I may feel willing to bestow would be accepted if applied in another direction, I am disposed to place about two thousand dollars in your hands, to be invested for my little friend Edward in some safe way, and am not willing that this extraordinary remuneration shall be subject to the usual casualties of trade, nor shall it be employed by you in any manner to place it at hazard, or in payment of any of your old debts. I will, therefore, instead of paying you in cash $2,554 45, give you for your services $400 in money, and one quarter of a claim I now have for $10,539 77, on condition *on condition* that you shall use your further and best exertions to obtain an act of Congress for a remission of that sum, which will undoubtedly be obtained next winter, as it stands on the same footing as those already allowed, and you may invest it in such manner as you judge best; four thousand dollars in the name and for the exclusive use of your son Edward, informing me, after you have made the investment, in what manner it is made, and the investment shall not be changed, or the property disposed of, until Edward arrives at the age of 21 years, without my consent, if I am willing, or the consent of some person whom I shall appoint to have a joint superintendence with you in the management of the property.

I am, respectfully,
Your obe't servant,
HENRY RICE.

And at the same time the said defendants filed in the said cause a petition, in the words following:

DELAPLANE and others
vs.
JOSEPH PARKER and others. } In the High Court of Chancery of Maryland.

Petition praying for the removal of the Receiver.

To the Honorable the Chancellor of the State of Maryland:

The defendants in this cause having put in answers to the bill of the complainants, do respectfully pray your honor to revoke the authority of Stephen Honeywell, the receiver heretofore appointed in this cause, and pray that your honor grant an order that said receiver do deliver and pay over to Robert H. Osgood and John W. Osgood all the property, goods, effects, books, papers, money, &c. which he has received or collected as receiver as aforesaid.

R. B. TANEY, Solc'r. for Deft's.

Whereupon the Chancellor passed the following order:

Chancellor's Order.

FREDERICK DELAPLANE and others
vs.
CUMBERLAND D. WILLIAMS, JOSEPH PARK, ROBERT H. OSGOOD AND JOHN W. OSGOOD. } In Chancery, May 22, 1829.

The defendants having filed their answers, and entered upon the docket notice of motion to dissolve injunction,

It is thereupon adjudged and ordered that the said motion, and also the motion to discharge the receiver heretofore appointed, stand for hearing on the second day of June next.

Provided a copy of this order be served on the complainants or their solicitor, on or before the 26th inst.

THEODORICK BLAND, Chr.

And afterwards, at the same term, was filed in the said cause a copy of the said order, in the words following:

FREDERICK DELAPLANE and others
vs.
CUMBERLAND D. WILLIAMS, JOSEPH PARKER, ROBERT H. OSGOOD AND JOHN W. OSGOOD. } In Chancery, May 22d, 1829.

The defendants having filed their answers, and entered on the docket notice of motion to dissolve injuction,

It is thereupon adjudged and ordered that the said motion, and also the motion to discharge the receiver heretofore appointed, stand for hearing on the second day of June next.

Provided a copy of this order be served on the complainants or their solicitor, on or before the 26th inst.

THEODORICK BLAND, Chr.

True copy, test, RAMSAY WATERS, Reg. Cur. Can.

May 26, 1829. I admit service of a copy of the above this day.

CH. MITCHELL, Solcr. for Complt's.

And afterwards, at the same term, the said receiver filed in the said cause his report, in the words following:

Receiver's Report and Petition.

To the Honorable Theodorick Bland, Chancellor of Maryland:

The report and petition of Stephen Honeywell, the receiver appointed by your honor in the case of Delaplane and others, against Joseph Parker and others, in this court: respectfully sheweth that, pursuant to your honor's order passed the 25th day of April last, your petitioner proceeded to obtain a bond with securities, in the penal sum of thirty thousand dollars, for his good and faithful performance of the duties of receiver as aforesaid, which bond has since been duly approved by your honor, and on file in this court.

That after being duly qualified as receiver, your petitioner forthwith proceed to demand and obtain possession of the property, goods and effects of the said Joseph Parker & Co., included or referred to in the deed of trust mentioned in said order, so far as the same was practicable, as also the books of account, letter books, vouchers and papers, and securities in the said order referred to, by demanding the same from the said Parker & Williams, and also from the said Osgood & Co. That accordingly, on the 28th day of April aforesaid, the said Joseph Parker being then in possession of a large quantity of bacon, smoked dried, and salted meats, vinegar, ground alum salt, and flour contained in three large warehouses standing together on the Pennsylvania avenue, in the city of Baltimore, constituting the bacon establishment of Joseph Parker & Co. delivered the key of the same ware-houses to your petitioner, who thereupon shut up the same until the further order of your honor should be made respecting the same, excepting only that your petitioner, finding the season so sultry, and fearing injury to the said meats, and being informed that they required immediate attention, salting and packing for better preservation, has been under the necessity (though without funds) of employing persons skilled therein to air the said ware-houses, and keep the said meats properly preserved; but for want of funds, your receiver has been obliged to remit this expense, except where absolutely indispensable. Wherefore your receiver submits to your honor how far an immediate sale of the said meats may be proper, and the terms and mode of said sale. Inasmuch as the creditors, so far as the receiver is informed, without exception, think such a sale advisable, more especially as the said ware-houses are subject to a high rent while shut up, and the said meats are extremely perishable, especially during the sultry heats of the summer.

The receiver also further reports to your honor, that the books, accounts and papers specified in the said order of the 25th April, were delivered to him by the said Williams and Parker on the 28th day of April last, at their counting room on Bowley's wharf, so far (they asserted) as referred to and

called for by your honor's order, not including, however, the private books or accounts, papers and vouchers of either partners. And the receiver has been very diligently engaged since, together with his clerks and assistants, in examining the same carefully for the purpose of ascertaining what outstanding debts or property there might be either in this State or elsewhere embraced within the scope of your honor's order; and as property, funds and effects have come to light, the receiver has despatched notice to those having the care and custody of the same, of his appointment, and of your honor's order and injunction touching the said property. And where the receiver has discovered such property, or suspected it to be concealed in other hands within your jurisdiction, he has caused the said injunction to be served on such persons, and accordingly has had the said injunction laid in the hands of Andrew Hall, George Williams, William Dawson & Co., William Reynolds & Co., William McDonald & Son, the Temascaltepec Mining Company, Thomas Lymington, Charles Chase and others, and moreover on John Morton, of the firm of J. and A. Morton, of New York, he being then in Baltimore, who has since informed the receiver that a remittance had been made to his house in New York from Charleston on account of a late shipment of flour of Joseph Parker & Co. The receiver finds, also, from the letter books and other accounts in his hands, that there are large amounts of consignments in the hands of several persons abroad, especially on Sorrell and Anderson, J. C. and C. Bruckmeyer, Charleston, and the house of Hall, Chapter and Tupper, of Savannah, have large quantities of meats in their hands, to all whom this receiver has given notice as aforesaid.

The receiver submits to your honor what measures he shall adopt respecting the collection of those outstanding claims, some of which he understands and believes have been made subject to the order and direction of Osgood & Co. by Joseph Parker & Co. about the date of the deed of trust, or shortly before, and whether your honor will authorize or sanction any legal proceedings by him for the recovery thereof in these places, and his incurring expenses therein; especially how far your honor will sanction his taking any measures in the State of Massachusetts to attach or secure a farm belonging to Joseph Parker which is said to have been already attached by the Messrs. Osgoods on account of their claims against Joseph Parker & Co. with their concurrence.

And further the receiver respectfully sheweth to your honor that he found in the custody and charge of Thomas Lymington sixty four bales of cotton consigned to Osgood & Co. by the firm of Sorrell and Anderson, of Savannah, being part of the proceeds of a consignment of flour to Savannah by Joseph Parker & Co. That on demanding the same the receiver obtained from the Messrs. Osgoods an order on the said Lymington for its delivery on paying freight and insurance account of ninety four dollars of R. Douglass & Co., and subject also to any balance of account that the said Sorrell and Anderson may have against the said Parker & Co. on settling their accounts, which order was presented to and accepted by said Lymington, who still holds the said cotton on storage.

The receiver therefore submits respectfully to the court whether this be a sufficient delivery of the said cotton under the said order of the 25th April last, and if so, whether he shall defray the said charges out of the funds that may come to his hands as receiver, and also further charges as they may

arise. And he submits to your honor whether it would not be best for all interested to sell the said cotton without delay.

Wherefore the receiver prays your honor to pass an order or orders respecting the matters above reported and submitted for the government of his conduct in the premises; and also an orders whereby funds may be provided to defray expenses and disbursements which ought to be incurred or have already been incurred respecting said property.

All which is most respectfully submitted.

STEPHEN HONEYWELL.

BALTIMORE, June 1st, 1829.

Baltimore City and County, sc'.

Stephen Honeywell, being duly sworn, saith that the matters above set forth in the aforegoing first report of the receiver to the honorable the court of chancery are true to the best of his knowledge and belief.

Sworn this 1st day of June, A. D. 1829, before me.

THO. W. GRIFFITH.

Order continuing the Injunction and Receiver.

And afterwards, at the same term, the chancellor passed in the said cause an order in the words following:

DELAPLANE and others
vs.
PARKER and others. } In Chancery, 15th June, 1829.

The motion in this case to dissolve the injunction and to discharge the receiver standing ready for hearing, and the solicitors of the parties having been fully heard, the proceedings were read and considered.

On motions of this kind, the court is confined to the case as shewn by the bill, or rather to so much of it as exhibits that foundation of equity whereon the injunction or the appointment of the receiver has been vested; and upon which, if at all, it must continue to repose, and only so much of the answer is to be taken into consideration as is responsive to the case as thus set forth by the bill.

If the material facts of which the case is composed be denied, the injunction must be dissolved, and the receiver discharged; but if they are admitted, or not denied, the injunction and receiver must be continued, and that, too, notwithstanding the answer may have advanced matter in avoidance, which if established at the hearing will be a ground for dissolving the injunction and discharging the receiver, and also be a complete bar to all the relief prayed by the bill; although under some circumstances the parties may be allowed to take testimony on short notice in the usual summary way before a justice of the peace in relation to the appointment of a receiver, yet in no case, nor under any circumstances, will the court, on such a motion as this, receive exparte affidavits in support of the allegations of either the plaintiff or the defendant. Such loose proofs in relation to a pending subject of litigation of this nature are so apt to be discolored and biased by the passions, interests or influence of the parties, that they can rarely be considered as safe foundations for the judgment of the court; and therefore it has been deemed best to exclude them altogether. And besides, if such

exparte proofs were admitted at all, they must in justice be received as well on the one side as on the other; by which means the court might in a most disorderly manner be precipitated almost into a complete hearing upon the merits, without notice or preparation on either side. These views of the subject have been repeatedly brought under the contemplation of the court, and I consider the course of proceeding in this respect as being now fully established 1 Hopk. 276. Barn. 373. 4 John C. R. 499. 14 John R. 74. 17 John R. 367. Salmon vs. Clagett, 8th November, 1828. Mundell vs. Bowie, 17 December, 1829.

This is a case in many respects novel in its character, and of very great importance in its bearings and consequences. After a careful examination of its nature, and mature reflection upon it, as it now presents itself, I have come to the conclusion that the injunction and receiver ought to be continued. I had entertained an impression, when I commenced the consideration of the principles involved in this motion, that I might have been able to speak of them, as far as regards this motion itself, without saying any thing that might have the effect of misleading the parties in the further progress of the case; but I have found it exceedingly difficult to do so; and, therefore, I shall for the present abstain from assigning any reasons for the judgment I shall pronounce.

Whereupon it is ordered that the injunction heretofore granted, and the appointment of a receiver heretofore made, be, and the same are hereby, continued until the final hearing or further order; subject, however, to any application for the appointment of another person in the place of the one heretofore appointed as receiver, and for directions to the receiver as to the disposition of the property committed to his care, and the like.

THEODORICK BLAND, Ch'r.

Appeal.

From which order the defendants prayed an appeal to the next court of appeals, to be holden for the Western Shore, which appeal was granted, and the proceedings ordered to be transmitted, and the same were transmitted accordingly.

And afterwards, at the same term, the complainants filed in said cause a petition in the words following:

Petition praying an order for the sale of the Property in the hands of the Receiver.

FREDERICK DELAPLANE and others
vs.
CUMB'D. D. WILLIAMS and others. } High Court of Chancery.

To the Honorable Theodorick Bland, Chancellor of Maryland:

The plaintiffs in this cause, on the second day of June, instant, on filing the report and affidavit of the receiver in this cause, moved your honor to order the sale of such part of the property in the receiver's hands as was expedient in the view of your honor under the circumstances stated in the said report, and also to pass such orders for the conduct of the receiver as were suited to the necessities of the case in the several particulars mentioned in the said report, of which report the said Cumberland D. Williams on or about the fifth day of June had notice, as also of the said motion; but as at

that time the question was pending on the motion to dissolve the injunction and remove the receiver, your honor did not proceed to act upon the said motion of the plaintiffs; but as your honor has since disposed of the defendants' motion and continued the receiver, by your honor's order of the 15th instant, the plaintiffs beg leave respectfully to petition your honor to pass an order or orders upon the said motion of the plaintiffs, and to direct accordingly; or that your honor would be pleased to pass such order or orders upon this petition, or any other order that may seem best adapted to preserve the funds covered by the injunction in this case from perishing or being impaired, for the benefit of all persons who may eventually be entitled thereto.

CHARLES MITCHELL, Sol'or for Complainants.
June 22d, 1829.

Upon which the chancellor ordered as follows:

Order dismissing the Petition.

In Chancery, June 24th, 1829.

It appears that there has been an appeal from the order of the 15th instant in this case continuing the receiver. I am of opinion that there can be no order made in aid or further execution of that order, or predicated on its validity pending the appeal.

Whereupon it is ordered that the aforegoing petition be, and the same is hereby, dismissed with costs.

THEODORICK BLAND, Ch'r.

And the said cause thus standing was continued until March term of the said court, in the year of our Lord eighteen hundred and thirty-two, at which term there was filed in said cause a petition in the words following:

Petition of Rezin B. Simpson to be made a party to the Bill.

Delaplane and others
vs.
Williams, Parker, Osgood and others. } In Chancery.

To the Honorable the Chancellor:

The petition of Rezin B. Simpson, of the city of Baltimore, respectfully represents that he is one of the creditors of the defendants, Parker and Williams, affected by the deed sought to be vacated by the proceedings in this cause, and that he is willing and desirous to be admitted as a complainant in the cause, and to contribute accordingly to the expenses incurred, or to be incurred in the prosecution of it. He accordingly prays that he be so admitted a complainant.

CHS. F. MAYER.

Upon which petition the chancellor passed an order in the following words:

Order of the Chancellor.

In Chancery, 26th March, 1832.

Ordered, on the above application, that Rezin B. Simpson be made a party complainant in the above cause, as prayed by him.

THEODORICK BLAND, Chr.

And at the same time the complainants filed in the said cause a petition, in the words following:

DELAPLANE and others
vs.
WILLIAMS, PARKER, OSGOOD and others. } In Chancery.

Petition praying for leave to file a Supplemental Bill.

To the Honorable the Chancellor:

The complainants in this cause respectfully state to the chancellor that, since their original bill was exhibited, the defendants, Williams and Parker, have applied for the benefit of the insolvent laws of Maryland, and the complainants would charge that the deed complained of in the said original bill was made by said Parker and Williams with a view and under an expectation of being or becoming insolvent debtors, and to give undue and improper preferences. The complainants accordingly pray that they may be allowed to file their supplemental bill, setting forth the said facts and charges, and any other charges that may thereon seem proper, and making such further parties as the supplemental matter may require.

CHS. F. MAYER, Solic'r. for Complt's.

Upon which petition the chancellor passed an order in the words following:

Order granting leave to file a Supplemental Bill.

IN CHANCERY, 26 March, 1832.

Ordered, on the above application, that the complainants have leave to file a supplemental bill as prayed, without prejudice to the injunction or appointment of a receiver, heretofore granted and made.

THEODORICK BLAND, Chr.

And thereupon the complainants filed in the cause a supplemental bill in the words following:

Supplemental Bill.

To the Honorable Theodorick Bland, Chancellor of Maryland:

The supplemental bill of complaint of Frederick Delaplane, Basil James and Robert Marshall, and of Rezin B. Simpson, repectfully represents that, since the exhibiting of their original bill in your honorable court, against Joseph Parker, Cumberland D. Williams, Robert H. Osgood and John W. Osgood, the said Joseph Parker and Cumberland D. Williams have severally applied to the commissioners of insolvent debtors, for the city and county of Baltimore, for the benefit of the insolvent laws of Maryland; and that under said applications respectively, John Glenn, Nathaniel Williams and Stephen Honeywell, of the city of Baltimore, are the duly appointed and qualified permanent trustees of said Joseph and Cumberland for the benefit of the creditors of the said Joseph and Cumberland.

And your orators now further state, and they charge that the preferences purported to be given, and the provisions made in behalf of special creditors, in and by the deed of which a copy is exhibited with said original bill, and

which was executed by said Joseph and Cumberland to Robert H. Osgood and John W. Osgood, were given and made with a view and an expectation on part of the said Joseph and Cumberland of being or becoming insolvent debtors, and with intent to give, by said preferences and provisions, undue and improper preferences to said specially named creditors, namely: The United States of America, John W. Osgood and Robert H. Osgood, Andrew Hall, John Barney and Thomas Tenant, respectively.

And your orators further state and charge that the said Joseph and Cumberland had at the time of the execution of said deed, beside and beyond the property and estate by that deed purported to be conveyed, little or no property or means whatsoever applicable for payment of their debts, and that said property and estate comprehended in the said deed constituted the means and resources of said Joseph and Cumberland, by which their creditors were to be or could be paid their claims, and the only consideration that could be offered to them to indulge the said Joseph and Cumberland on account of their said debts, or to induce the said creditors to release their said claims, or to forbear proceeding to judgment and execution against the persons of said Parker and Cumberland D. Williams for said claims.

And your orators further state and charge that the said Joseph and Cumberland made no earnings, except, if at all, to a trivial amount, and in no wise, except in a small degree, had their means increased for paying their debts, between the period of executing the said deed, and the period of their said respective applications; and that all or nearly all who were the creditors of said Joseph and Cumberland at the time of the execution of said deed were and continued to be creditors as aforesaid, when they made and prosecuted their respective applications as aforesaid.

And your orators do accordingly insist and rely on the facts now charged as a further ground for invalidating and annulling the said deed, and to prove the same to have been made unlawfully, and to the prejudice of the rights of your orators, and of other creditors who may in any wise be entitled to the benefit of these proceedings, or of any decree in the premises.

To the end, therefore, that the said Cumberland D. Williams, who has survived the said Joseph Parker, now deceased, and the said Robert H. Osgood, and John W. Osgood, and Andrew Hall, and John Barney, and Thomas Tenant, and John Glenn, and Nathaniel Williams, and Stephen Honeywell, of the city of Baltimore, may be made parties defendants in this cause, and may on their corporal oaths true, full and perfect answers make to the premises, and that your orators may have the relief specially asked by said original bill, and such other and further relief as to your honor may seem right, may it please your honor to grant to your orators the writ of the State of Maryland of subpœna to be issued to the said Cumberland D. Williams, Robert H. Osgood, John W. Osgood, Andrew Hall, John Barney, Thomas Tenant, John Glenn, Nathaniel Williams, and Stephen Honeywell, commanding them at a certain day to be in this court to answer the premises, and therein to stand to and abide by such order and decree as to your honor shall seem equitable and proper.

CHS. F. MAYER, Solic'r. for Complt's.

And thereupon was issued the State's writ of subpœna as prayed for by said bill, returnable to the next term of the said court, at which next term, to wit, July term of the said court, in the said year eighteen hundred and

thirty-two, the said writ of subpœna was duly returned by the sheriff of Baltimore county, by him endorsed as follows: "served." And afterwards, at the same term, the defendants, Andrew Hall, John Barney, and Thomas Tenant, and Nathaniel Williams filed in the said cause their answers severally in the words following:

Joint and several answers of Andrew Hall, John Barney, and Thomas Tenant to the supplemental bill.

To the Hon. Theodorick Bland, Chancellor of Maryland:

The joint and several answers of Andrew Hall, John Barney, and Thomas Tenant, to the supplemental bill of Frederick Delaplane and others, respectively represent unto your honor:

That being advised of the deed of trust referred to and making part of the original and supplemental bills, they adopt the same, so far as their assent is requisite, and insist on having the benefit therein provided in their behalf, deeming the same just, legal and equitable. Wherefore, they beg that they may be dismissed, with costs. And as in duty, &c.

ANDREW HALL,
JNO. BARNEY,
pr. pr'l c'k. THOMAS TENANT,
RICHARD G. COX.

The complainants agree to take these answers without oath.

CHS. F. MAYER.

Answer of Nathaniel Williams.

To the Honorable Theodorick Bland, Chancellor of Maryland:

The answer of Nathaniel Williams to the supplementary bill of Frederick Delaplane and others, respectfully sheweth:

This defendant admits that he is one of the trustees for the benefit of the creditors of Joseph Parker and Cumberland D. Williams jointly and severally, having given bond pursuant to law. That he had knowledge of the executing of the deed of trust referred to in the complainants' original and supplementary bills, and making part thereof, at the time when the same was entered into, although he neither suggested nor advised the same, but he approves of and assents to the terms and conditions of the said deed, and insists upon the benefit provided in his behalf therein, being satisfied that the same is just, legal and equitable.

This defendant further states, that from an intimate communication then with the said Parker and Williams, and particularly with the latter, he is confident that at the time of executing the said deed, that neither of them expected to be obliged to apply for the benefit of the insolvent laws of Maryland, but that they hoped and believed they should be able to make a compromise with their creditors without such application. Wherefore, this defendant prays to be hence dismissed, with costs. And as in duty, &c.

NATHL. WILLIAMS.

The complainants agree to receive this answer without oath.

C. F. MAYER.

Agreement.

And at the same term there was filed in the said cause, an agreement in the words following:

DELAPLANE and others *vs.* WILLIAMS, OSGOOD and others. } Supplemental bill in Chancery Court of Maryland.

It is agreed between the parties in this cause, by their counsel, that the answers of Cumberland D. Williams, of John W. Osgood and Robert H. Osgood, to the bill heretofore filed in this court in the case of Delaplane and others against the parties herein named and the late Joseph Parker, be taken and received as their answers to this supplementary bill, and all the exhibits, making parts of such answers.

CHS. F. MAYER, for the Compl'ts.
EDW. HINKLEY, for Williams, J. W. and R. H. Osgood.

Agreement.

DELAPLANE and others *vs.* WILLIAMS, OSGOOD and others. } Supplementary bill in Chancery Court of Maryland.

It is agreed between the parties in this cause, by their counsel, that notwithstanding the answers filed or to be filed, and the issues joined therein, and the evidence which may be taken on both or either side that shall be and hereby is reserved to the defendants, or either of them, all and every advantage or objection, both at law and in equity, which might have been had provided the defendants or either of them had insisted on such advantage or objection, by apt plea or pleas, demurrer or demurrers, or more full or formal answers.

It being distinctly understood and agreed that no advantage or objection is, by the mode of proceeding herein adopted by the defendants.

CHS. F. MAYER, for the Compl'ts.
EDW. HINKLEY, for the Defend'ts.

And the said cause, thus standing, was continued until December term of the said court, in the said year eighteen hundred and thirty-two, at which term there was filed in the said cause a petition in the words following:

Petition of N. Williams and John Glenn.

To the Honorable Theodorick Bland, Chancellor of Maryland:

The petition of Nathaniel Williams and John Glenn, respectfully sheweth:

That Stephen Honeywell was formerly appointed by this court receiver in the case of Delaplane and others, against Osgood, Parker and others, that the said Honeywell and these petitioners were appointed trustees, under the insolvent laws by the recommendation of the creditors, of the estate of Joseph Parker & Co. and of Williams and Parker individually, it being the estate of Joseph Parker & Co., of which the said Honeywell was appointed receiver as aforesaid.

These petitioners further represent that the said Stephen Honeywell has departed this life, the controversies relative to which estate still depending. Wherefore these petitioners pray that the funds of the aforesaid estate may be transferred into the hands of these petitioners as surviving trustees, having given bond with security as such, or that they may be appointed receivers in the place and stead of the said Honeywell with authority to receive into their hands the funds in the hands of the said Honeywell at the time of his death. And as in duty, &c.

NATH'L. WILLIAMS, for self, and
JNO. GLENN.

Upon which petition the Chancellor passed an order in the following words:

Order of the Chancellor.

IN CHANCERY, 24 December, 1832.

Ordered that the said Nathaniel Williams and John Glenn be, and they are hereby, appointed receivers in the place of the said Stephen Honeywell, deceased, with directions to give bond before they act as such, as required by the order whereby the said Honeywell was appointed, unless good cause to the contrary be shewn on the 25th day of January next, provided a copy of this order, together with a copy of the aforegoing petition, be served on the said plaintiffs, or their solicitor, on or before the tenth day of January next.

THEODORICK BLAND, Ch'r.

And afterwards, at the same term, there was filed in said cause a copy of said petition and order, with an agreement thereto annexed in the words following, to wit:

To the Honorable Theodorick Bland, Chancellor of Maryland:

The petition of Nathaniel Williams and John Glenn respectfully sheweth:

That Stephen Honeywell was formerly appointed by this court receiver in the case of Delaplane and others against Osgood, Parker and others, that the said Honeywell and these petitioners were appointed trustees under the insolvent laws by the recommendation of the creditors of the estate of Joseph Parker & Co., and of Williams and Parker individually, it being the estate of Joseph Parker & Co. of which the said Honeywell was appointed receiver as appeared.

The petitioners further represent that the said Stephen Honeywell has departed this life, the controversies relative to which estate still depending. Wherefore these petitioners pray that the funds of the aforesaid estates may be transferred into the hands of these petitioners as surviving trustees, having given bond with security as such, or that they may be appointed receivers in the place and stead of the said Honeywell, with authority to receive into their hands the funds in the hands of the said Honeywell at the time of his death. And as in duty, &c.

NATH'L. WILLIAMS, for self, and
JNO. GLENN.

In Chancery, 24th December, 1832.

Ordered, That the said Nathaniel Williams and John Glenn be, and they are hereby, appointed receivers in the place of the said Stephen Honeywell, deceased, with directions to give bond before they act as such, as required by the order whereby the said Honeywell was appointed, unless good cause to the contrary be shewn on the 25th day of January next, provided a copy of this order together with a copy of the aforegoing petition be served on the said plaintiffs or their solicitor on or before the tenth day of January next.

THEODORICK BLAND, Ch'r.

True Copy—Test

RAMSAY WATERS, Reg. Cha'y. Cou.

I assent to the appointment of Messrs. Glenn and Williams as receiver, as prayed.

CHS. F. MAYER, Solc'r. for Plff's.

And thereupon the chancellor passed in said cause a further order on the said petition in the words following:

In Chancery, 3d January, 1833.

With the consent of the solicitor of the plaintiffs in writing this day filed, it is ordered that the aforegoing order of the 24th of December last be, and the same is hereby, made absolute, and the appointment thereby made is ratified and confirmed.

THEODORICK BLAND, Ch'r.

Receiver' Bond.

And on the same day the receivers appointed by said order filed in the cause their bond, duly approved, in the words following:

Know all men by these presents, that we, Nathaniel Williams, John Glenn, George Williams, and Elias Glenn, of the city of Baltimore, in the State of Maryland, are held and firmly bound unto the State of Maryland, in the full and just sum of fifty thousand dollars, to the payment whereof unto the said State, or its certain attorneys, we bind ourselves, and each of us, our and each of our heirs, executors and administrators, firmly by these presents. Sealed with our seals, and dated this second day of January, 1833.

Whereas the above named Nathaniel Williams and John Glenn have been appointed, by the chancellor of Maryland, receivers in the case of Delaplane, James, and others, complain'ts ; and Osgood, Parker and others, defendants, in the place and stead of Stephen Honeywell, lately deceased.

Now the condition of the foregoing obligation is such, that if the above bound Nathaniel Williams and John Glenn, receivers as aforesaid, do and shall faithfully discharge their duties as such, and shall execute and obey all the orders or decrees which may be required of them by the chancellor in the premises, then this obligation to be void, otherwise to be and remain in full force and virtue. In witness whereof, the said Nathaniel Williams and John Glenn have hereunto set their hands and seals the day and year first above written.

NATH. WILLIAMS, [SEAL.]
JOHN GLENN, [SEAL.]
GEO. WILLIAMS, [SEAL.]
ELIAS GLENN. [SEAL.]

Signed, sealed and delivered in presence of
THO. SPICER,
as to the signatures of Nathl. Williams and Elias Glenn.
JOS. B. WILLIAMS,
as to the signature of Geo. Williams.
Approved 3d January, 1833.

THEODORICK BLAND, Ch'r.

And the said cause thus standing was continued until December term of the said court in the year of our Lord eighteen hundred and thirty-three at which term there was filed in said cause an order to enter the same "agreed," in the words following:

FREDERICK DELAPLANE and others
vs.
JOSEPH PARKER, CUMBERLAND D. WILLIAMS and others.
} In Chancery Court of Maryland. Bill, answers, &c.

SAME
vs.
SAME and others.
} Supplemental Bill.

NATHANIEL WILLIAMS, JOHN GLENN and STEPHEN HONEYWELL, Trustees.
vs.
CUMBERLAND D. WILLIAMS, ROBERT H. OSGOOD, JOHN W. OSGOOD and others.
} Bill, &c.

To the Register of the Chancery Court of Maryland:
Enter all and each of the abovementioned causes or suits. *Agreed.*
CHS. F. MAYER, Sol'r for Plffs.
EDW'D. HINKLEY, Sol'r for Defendants.
NATH'L. WILLIAMS, for the parties as of Record.

BALTIMORE, December, 1833.

DEAR SIR: You are authorized to enter the cases of Glenn and Williams vs. Osgood and others, Agreed.

J. GLENN.

Dec. 27th, 1833.
To CHS. F. MAYER, Esq.

And the said entry was thereupon duly made agreeably to said order.

MARYLAND, *sct.*
I hereby certify that the foregoing is a true copy from the original proceedings of the court of chancery of Maryland, now remaining of record in the office of said court.
In testimony whereof I hereto subscribe my name, and affix the great seal of the said State, this thirteenth day of September, in the year of our Lord one thousand eight hundred and thirty-six.
[SEAL.] RAMSAY WATERS, Reg. Cur. Chan.

MARYLAND, *sct.*

I, Theodorick Bland, chancellor of the State of Maryland, do hereby certify that Ramsay Waters, whose name is subscribed to the foregoing certificate, is register of the court of chancery of the said State, that the said certificate and attestation are in due form, and that faith and credit ought to be given to the same.

Given under my hand, the great seal of the State having been
[SEAL] first annexed to this paper, on the thirteenth day of September, Anno Domini eighteen hundred and thirty-six.

THEODORICK BLAND, Ch'r.

STATE OF MARYLAND, *to wit.*

I, Thomas Culbreth, clerk of the executive council of the State of Maryland, do certify that the honorable Theodorick Bland, whose name is subscribed to the within certificate, is chancellor of the State of Maryland, duly appointed, commissioned and authorized to act as such, and to whose official acts in that capacity full faith and credit is due as well in courts of justice as elsewhere.

Given under my hand, this fourteenth day of September, in the year of our Lord one thousand eight hundred and thirty-six.

THOS. CULBRETH,
Clerk of the Council.

For the purpose of proving the admissions by the said Joseph Parker and Cumberland D. Williams that Joseph Parker & Co., on the 20th day of May, 1829, were indebted to the United States in the amount sought to be recovered in this action. To the admissibility of which paper, purporting to be an answer generally, or the answer and admissions of Parker and Williams, or of Williams, the defendants by their counsel objected; and to which they further objected as inadmissible to prove, as against these defendants, that the said Cumberland D. Williams ever carried into the said firm of Parker and Williams, or that said firm of Parker and Williams had ever received from the said Williams, or were accountable to the plaintiffs for the sums so as aforesaid received by said Williams, individually, as assignee of said Hammond and Newman, or the sum so aforesaid received by said Williams, individually, from said Newman, to meet his (Williams's) responsibilities for the bond given by him to the plaintiffs as aforesaid, for said Newman, filed in said cause.

And the defendants also objected to the admissibilty of said paper purporting to be the answer of said Williams and Parker, as inadmissible to prove as against these defendants the trustees of said Parker and Williams, that said Parker and Williams were in fact indebted to the plaintiffs for the said sums so as aforesaid received by said Williams in his individual capacity, or to establish an indebtedness for the same by said Parker and Williams to the plaintiffs on or before their application as aforesaid for the benefit of the insolvent laws of Maryland, and the appointment of these defendants as their trustees under said application.

But the court was of opinion that the said answer was competent and proper evidence for the purpose for which it was offered, and accordingly allowed the same to go to the jury for the purpose of proving that in May, 1829, Parker and Williams were indebted to the plaintiffs.

To which admission of said testimony, the defendants by their counsel, prayed leave to except, and prayed the court here to sign and seal this their bill of exceptions, which is accordingly done this 24th day of November, 1836.

U. S. HEATH, [SEAL]
District Judge.

Defendants' 2d Exception.

THE UNITED STATES,
vs.
GLENN & WILLIAMS

In the circuit court of the United States for the district of Maryland.

After all the evidence had been offered, which is stated in the defendant's first exception, the plaintiffs then offered as a witness in the cause, Edward Hinkley, Esquire, by whom they offered to prove, that on the 18th day of March, being the day on which the deed by said Parker & Williams, to Messrs. John W. & R. H. Osgood, which has been offered in evidence by the defendants, was executed, he was applied to by one of the said Osgoods, and at his solicitions, met the said Osgood, the said Cumberland D. Williams, the said Joseph Parker and Nathaniel Williams, Esqs. then being the attorney of the United States for the District of Maryland, for the purpose of receiving instructions relative to the preparation of said deed of trust, to the said Osgoods, and that at the said meeting, witness acted exclusively as the attorney of the Messrs. Osgoods; and that the said Williams and Parker directed the preference to the plaintiffs there made, and stated that such preference was proper, as the sum so due to the plaintiffs had gone into and were used by the firm of Parker & Co.

To the competency of said witness to prove which said alleged facts, the defendants by their counsel objected. And the defendants also, by their counsel objected to the said testimony as inadmissible for any purpose, and more particularly as inadmissible to alter or vary the statements in said deed, as to the indebtedness of said Cumberland D. Williams alone, for the sums stated to be due to the plaintiffs by said deed, or to prove as against these defendants, that the said Parker and Williams were indebted to the plaintiffs for, at the time of their application for the benefit of the insolvent laws of Maryland, at the time of their confession of said judgment to plaintiffs for the sums originally due as aforesaid, by said Williams alone as trustee of Hammond Newman, or for the sums received by said Williams individually as aforesaid, from said Newman on account of his liability as aforesaid, on his (Williams's) said bond to the plaintiffs.

But the court were of opinion that the said witness was competent to prove the admissions of Parker and Williams of their being indebted to the plaintiffs, and allowed the evidence to go to the jury for that purpose.

To which opinion of the court, and the admission of said evidence, the defendants, by their counsel, prayed leave to except, and prayed the court here to sign and seal this, their bills of exceptions, which is accordingly done this 24th day of November, 1836.

U. S. HEATH, [SEAL.]

Defendants 3d exception.

THE UNITED STATES
vs.
NATH'L. WILLIAMS & JNO. GLENN. } In the Circuit Court of the United States for the District of Maryland.

The plaintiffs, further to support the issue on their part joined, in addition to the evidence offered under the defendants first and second exceptions in this cause, offered in evidence the following account contained in the leger, one of the account books of Joseph Parker and Co., composed of Joseph Parker and Cumberland D. Williams.

Dr. Cumberland D. Williams, as assignee to the estate of Hammond and Newman, in account with Joseph Parker & Co., Cr.
(drawn from J. Parker & Co's Books.)

1827.			1827.		
July 13	To custom-house bonds on salt per ship Portland, 12,198 bushels at 20 c'ts -	2,439 60	July 13	By bills receivable as per bill book, Nos. 468, 469, 470, 471, 472, and 473, being for net proceeds of sales of salt per ship Portland, Capt. Bradford, -	5,351 13
	To com's taken to credit of Geo. H. Newman, at 2½ per c. - -	133 78			5,351 13
	Balance due assignee for sales of salt, -	2,777 75			
		$5,351 13			
July 26	To bill receivable, No. 470, paid A. Brown & Co., as provided for by assignment, - - - - -	911 70	Sept. 1	By balance due assignee, - - -	2,777 75
			1828.	bill received of H. Newman to get discounted, - - - -	1,191 92
	To cash, to return money lent to H. and Newman, - - - $400		Jan. 11	By com's on sales of salt credited for the use of Mr. Newman, but declined by him and now taken to credit of estate,	133 78
	To do. to Capt. Bradford, to pay sailors' wages, given to Mr. Newman, - - - 625		17	By cash received from Wm. Dawson & Co.'s note, received for H. and Newman's draft on London, sold sometime in Oct. last, - $1,960 00	
		1,028 00		By do. received of Mr. Newman, Sept. 14, - 1,490 00	
	To discount paid on note, No. 468, to pay sailors' wages, - - -	30 83		By do. discounted at office, for our use, H. & W. Crawford's note, Oct. 15th, - 804 11	
Sept. 1	To cash paid to take up H. & Newman's bonds, - - - -	1,200 00			
3	To discount paid on bill discounted to pay bond rec'd of H. & N. - -	18 67			

Cumberland D. Williams, as assignee, &c.—Continued.

Sept. 3	To cash paid assignee to pay H. & Newman, per B. and list book, - -	150 00		By bills received for Cabbot & Parrot's acceptances, Dec. 15, for 913 75	
1828.					$5,167 86
Jan. 16	To do. for this sum taken to pay debt to Joseph Parker & Co., being for money overpaid for bacon. - -	131 35	May	By bills receivable, No. 498, as per bill book, rec'd from H. & Newman, on	
26	To do. paid assignee to pay bond -	1,636 50		Newman and Payne, Boston, -	918 41
March	To do. to pay bill of costs of suit to N. Wms. - - - -	242 75			
June	To do. paid R. H. Jones, balance decided to be due by arbitrators relating to Sol. Betts, - - -	348 88			
1829.					
March	To do. paid to Geo. H. Newman, -	1,180 40			
	To assignee for com's amounting at 8 per ct. on $10,189 72, - -	815 17			
	To balance due C. and W.'s assignee out of effects from H. and N's estate,	2,498 47			
		$10,189 72			$10,189 72
			1829.	By balance due C. D. Williams assignee for H. & N. - - -	2,498 47
			Mar. 8	By abatement of 3 per cent. in charge, by the assignee of his com's. on the amount $10,189 72, - -	305 69
					$2,804 16

See folio in ledger of J. P. & Co., page 379.
And also another account from said leger of said Parker & Co.

Dr. *George H. Newman, in account with Joseph Parker & Co., relating to Bonds.* *Cr.*

1828.			1828.			
Mar. 1	To custom-house bonds for three bonds given for wool, August 12, Octo. 12, June 12, - - - -	1,910 72	Mar. 1	By cash in advance for bond given for duties, - - - -		1,300 00
July 1	To do. for bonds for sugar imported by Newman, - - - -	1,009 20	14	By discount paid interest at 4 per cent. per annum on $1,910, -	68 07	
	Discount paid on N. York draft, -	8 10		By cash for balance, - -	542 63	
						610 70
1829.						
Jan. 17	To do. for bond for iron, Nov. 28, -	1,122 90	J'ne 27	By do. for draft drawn by Crawford, - - -	78 79	1,910 70
			July 1	By draft on N. York, at 60 days on Bartlett & Co. from 13 June,	810 87	
				By interest allowed for money advanced on account of bonds	25 23	
						914 89
				By cash received on account of bonds,		100 00
			Aug. 8	By amount of duties overcharged on sugar bonds, - -	8 85	
				Interest for this sum overpaid, -	57	
						9 42
			N'v. 22	By cash this sum rec'd on account of duties on iron, -	600 00	
			Dec. 1	By do. this sum rec'd on account		
			1829.	of duties on iron, -	400 00	
			Jan. 20	By do. rec'd this day on account of duties on iron, - -	77 86	
				By interest at 6 per cent. on duties advanced in cash for iron to us,	45 04	1,122 90
	N. B. ½ of the duties on the wool was unpaid by J. Parker & Co., say $637					
	And all the bonds given for iron, - - -	1,122 90				

And then offered in evidence the following application and proceedings thereon for the benefit of the insolvent laws of Maryland by Joseph Parker and Cumberland D. Williams.

Application of Joseph Parker for the benefit of the insolvent laws of Md.

BALTIMORE COUNTY COURT, *January Term*, 1830.

Among other were the following proceedings, to wit:

JOSEPH PARKER,
AN INSOLVENT DEBTOR.

The commissioners of insolvent debtors for the city and county of Baltimore, appointed under and in pursuance of an act of assembly of Maryland, passed at December session, eighteen hundred and sixteen, entitled "An act relating to insolvent debtors in the city and county of Baltimore," reported to Baltimore county court here, in the matter of the application of Joseph Parker, for the benefit of the insolvent laws aforesaid, in the words and of the tenor following, to wit:

"In the case of Joseph Parker, an applicant for the benefit of the insolvent laws of Maryland, the undersigned commissioners of insolvent debtors for the city and county of Baltimore in pursuance of an act of assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," do report to Baltimore county court, that having diligently enquired and examined into the nature and circumstances of the said application; it appears upon such examination that the said Parker hath complied with the terms and conditions of the said insolvent laws, and hath acted fairly and bona fide.

And the said commissioners now return to the office of the clerk of the said court, there to be recorded; the schedule, and all proceedings which have been had before them, in the matter of the application aforesaid.

Given under our hands this sixteenth day of January, in the year eighteen hundred and thirty.

L. EICHILBERGER,
J. S. SHRIVER, } Comm'rs., &c.

The schedule and proceedings referred to in the aforegoing report, are in form following, to wit:

To the commissioners of insolvent debtors for the city and county of Baltimore.

The petition of Joseph Parker of the city of Baltimore, and now residing therein, respectfully sheweth:

That your petitioner is now actually imprisoned in Baltimore county for debts which he is unable to pay; that he is willing and offers to deliver up to the use of his creditors all his property, real, personal, and mixed, to which he is any way entitled, (the necessary wearing apparel and bedding of himself and his family excepted,) a schedule whereof, together with a list of his creditors and debtors, as far as he can ascertain them at present, are hereunto on oath annexed. Your petitioner hereunto annexes proof on oath, that he has resided two years preceding this his application within the State of Maryland.

Your petitioner therefore, prays you to grant to him the benefit of the insolvent laws of this State, and he will pray and so forth.

JOSEPH PARKER.

BALTIMORE, June 30, 1829.

A schedule of the property, real, personal, and mixed, of Joseph Parker which he is in any way entitled, the necessary wearing apparel and bedding of himself and his family excepted.

Four shares of Athæneum stock.

Pew No. 30., in the First Independent Church.

Household furniture, consisting of 9 yellow chairs, 6 brown do. 1 child's chair with cushion, 1 brown rocking chair, 1 card table, 1 candle stand, 1 pair chamber andirons, shovel and tongs, 1 looking glass, 1 brass fender, 6 desert spoons and 6 table spoons, silver, 1 chest with drawers, a lot of books, table linen, 1 percussion gun, kithchen furniture, and sundry other small articles; all his right and interest in the copartnership property and effects of the late firm of Joseph Parker & Co., for which see annexed schedule.

A list of debts due *due* and owing to Joseph Parker, as far as he can at present ascertain them.

Debt due from the estate of John Parker deceased to amount of $2000, secured in part by mortgage of two lots of land in Roxbury, Mass., called Old Pasture and Meadow.

Balance of account due from said estate $461 85; said estate is insolvent.

All his interest in the debts due to the late firm of Joseph Parker & Co., for which see annexed schedule.

A list of creditors of Joseph Parker as far as he can at present ascertain them.

Debts due by the late firm of Joseph Parker & Co., for which see annexed schedule.

Schedule of the property of the firm of Joseph Parker & Co.

Hams, bacon, vinegar, flour, salt, tools, &c., counting house furniture, 8 shares Temascaltepec Mining Company stock, 127 bales upland cotton, subject to the lien of $110 96, due to Sorrel and Anderson, and the payment of freight, insurance, drayage and other charges, 20 shares Flatcotol Mining Company, stock held by Wm. Reynolds & Co., to secure the payment of accomodation note for $1750, 3 shares of stock in the First Independent Church, par value, $250 cash, $3951 87 in the hands of Osgood & Co., cash, $42 50 in the office of discount and deposite.

Debts due the firm.

N. Nagle, at Savannah - - - -	$158 68
Hall, Shapler and Tupper - - -	110 96
J. and H. Rose, Charleston, - - -	419 53
J. C. and C. Buckmeyer, supposed about - -	2000
J. A. and J. Morton - - - -	73 60

Michael Lazarus - - - -	$242 20
Slawson (dead,) - - - -	140 00
Andrew Hall - - - -	51 60
	3,196 57
Amount of bad debts charged to profit and loss, as per leger - - - -	6482 79
Less amount collected - - -	749 60
	$5,733 19

Bad and doubtful debts not yet charged to profit and loss account, as follows:

John Gooding, of Baltimore, - -	$1875 20	
John M. Foster, of Laguira, - -	1088 81	
Gill and Warfield, ditto. - - -	287 15	
Joshua Delaplane, Frederick County, Md. -	377 19	
Geo. Miller, Charleston, S. C. - -	77	
Sampayral and Petitpain, Charleston, S. C.	64 75	
Rhodes & Mills, Baltimore, - - -	98 03	
John C. Pillan, Charleston, S. C.	53 98	
L. Secanten & Co., Savannah, - -	90 68	
T. Duffy, Fredericksburg, Va. - -	120	
Geo. Dunbar, Augusta, Georgia, -	87 50	
Henry McKinstry, (dead,) - -	46 96	
Davis and Smith, New York, - -	146 68	
H. Blair, Barber and Blair, Savannah, Georgia,	116 42	
Geo. P. Whitney, (dead,) - - -	87 64	
Mezicle and Bell, Charleston, -	76 48	
Jno. R. Hanham, St. Augustine, Fa. -	132	
James and Thomas Lloyd, Baltimore -	710	5536 47
		$11,269 66

N. B. There is a judgment againsf Jno. Gooding which is suspended on the verbal promise of paying in 1, 2 and 3, commencing June next.

JOSEPH PARKER.

List of debts due and owing by the firm of Joseph Parker & Co.

Judgment in favor of the United States and costs	$4663 54
Jos. Parker's note eddorsed by C. D. Williams and Robt. Oliver - - - - - -	8000 00
C. D. Williams and Jos. Parker & Co's. protested note given in exchange for Thomas Tenant's note -	2300 00
Nathaniel Williams' endorsement of C. D. Williams' note - - - - - -	250 00
John Barney's endorsement of C. D. Williams' note	250 00
Osgoood & Co's. endorsement of C. D. Williams' note	1125 00

Andrew Hall's endorsement of C. D. Williams note				750 00
Wm. Reynolds & Co's. note				1750 00
Wm. Lorman, rent				300 00
Henderson P. Lone, rent				150 00
Osgood & Co's. notes				6341 75
Charles Chase's do.				4276 18
Wm. Dawson & Co's. note				6000
Geo. Williams' account				1000
Wm. Reynolds & Co's note				967 56
James Barroll's do.				158 10
Jno. McPherson, or holders of notes to him				5895 09
Rezin B. Simpson notes		$5302 39		
Deduct note drawn to him by firm		256 19		5046 20
Delaplane and James's notes				4134 86
Wm. Adrian do				819 81
Nimrod Bull do.				859 07
Jno. and Jas. Power do.				179 65
Alexr. Grier do.				824 57
Jas. N. Keys do.				416 83
William Howel & Son, do.				481 60
Jas. Wilson do.				812 54
E. and J. Palmer do.				825 24
Jno. H. Orndorff do.				1646 39
R. Gilmer & Son do.				90 00
Matthews & Hopkins do.				255 00
Joel Vickers do.				92 41
				$55,661 39

JOSEPH PARKER.

BALTIMORE CITY, *ss.*

On the thirtieth day of June, in the year eighteen hundred and twenty-nine, the within named Joseph Parker, made oath before me, the subscriber, a justice of the peace for Baltimore City that the aforegoing schedule and list of debts due him, contain a true statement of all his property, real, personal and mixed, to which he is in any way entitled, the necessary wearing apparel and bedding of himself and family excepted ; and that the aforegoing list of creditors is a true list of all his creditors, and also the sums of money due to them, respectively, as far as he can at present ascertain the same.

Sworn before FIELDER ISRAEL.

BALTIMORE CITY, *ss.*

On the thirtieth day of June, in the year eighteen hundred and twenty-nine, Edward Hinkley made oath before me, the subscriber, a justice of the peace for Baltimore city, that Joseph Parker has resided in the State of Maryland, the two years next preceding the date of the within petition, and still resides therein.

Sworn before FIELDER ISRAEL.

I hereby certify that the within named Joseph Parker is now actually imprisoned in Baltimore county, at the suit of the President and Directors of the Commercial and Farmers' Bank of Baltimore; and that he is not now imprisoned on account of any breach of the peace, or for the non payment of any fine or penalty for a breach of the laws of this State, or of the United States.

WM. BALL, Sheriff.

Pursuant to the directions of the act of assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," and of the supplement thereto; we do hereby appoint and fix the third day of August next, for the personal appearance of Joseph Parker, the within named insolvent debtor, before us, commissioners of insolvent debtors for the city and county of Baltimore, at our office, in the court house, in the said city at ten oclock, in the forenoon of the same day, to answer such interrogatories as may be propounded to him by any of his creditors; and we also hereby appoint and fix the sixteenth day of January next, for the final appearance of said insolvent debtor before Baltimore county court, to answer such allegations as may be filed against him by his creditors, or any of them, and for the final hearing of his said application.

Given under our hands this thirtieth day of June, eighteen hundred and twenty-nine.

L. ECHILBERGER,
J. S. SHRIVER,
W. G. D. WORTHINGTON. } Commissioners, &c.

Know all men by these presents, that we, Joseph Parker and Nathaniel Williams, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of one hundred thousand dollars, money of the United States, to be paid to the said State, or to its certain attorney or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this thirtieth day of June, eighteen hundred and twenty-nine.

The condition of the above obligation is such, that if the above bound Joseph Parker shall make his personal appearance before the commissioners of insolvent debtors, for the city and county of Baltimore, at the court-house, in the said city, on the third day of August next, at ten o'clock in the forenoon, and answer such interrogatories as may be propounded to him by any of his creditors, agreeably to the act of assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore;" and shall also make his personal appearance before the judges of Baltimore county court, at the court-house in the city of Baltimore, on the sixteenth day of January next, then and there to answer such allegations and interrogatories as the creditors of the said Joseph Parker, or any of them, may have filed against him, agreeably to the said act of assembly, and the act entitled "An act for the relief of sundry insolvent debtors," and the several supplements thereto, and continue in court until duly discharged; then the above obligation to be void, else to be and remain in full force and virtue in law.

JOSEPH PARKER, [SEAL.]
NATH'L WILLIAMS, [SEAL.]

Signed, sealed and delivered in the presence of
EDWARD. HINKLEY.

Know all men by these presents, that we, Edward Hinkley and Nathaniel Williams, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of one hundred thousand dollars, money of the United States, to be paid to the said State, or to its certain attorney or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, and dated this thirtieth day of June, in the year eighteen hundred and twenty-nine.

Whereas, the commissioners of insolvent debtors for the city and county of Baltimore, have this day appointed the said Edward Hinkley provisional trustee, to take possession for the benefit of the creditors of Joseph Parker, an insolvent debtor of the city of Baltimore, of all his property, estate, and effects, books, papers, accounts, bonds, notes, and evidences of debt, agreeably to the directions of the act of the general assembly of Maryland, entitled "An act relating to insolvent debtors in the city and county of Baltimore."

Now the condition of the above obligation is such, that if the above bound Ew'd Hinkley do and shall well and faithfully perform the duties required of him as provisional trustee aforesaid, and preserve, dispose of, transfer, convey and deliver, to such person or persons, and in such manner as the aforesaid commissioners shall appoint and direct, all the property, estate and effects, books, papers, accounts, bonds, notes and evidences of debt, which he shall receive, or which shall be conveyed, transferred or delivered to him as trustee aforesaid; and in all respects obey and perform the lawful orders and directions of the said commissioners in the premises, then the above obligation to be void; otherwise to remain in full force and virtue.

EDW'D. HINKLEY, [SEAL.]
NATH'L. WILLIAMS, [SEAL.]

Signed, sealed and delivered in the presence of
JNO. BARNEY.

This indenture, made this thirtieth day of June, in the year of our Lord one thousand eight hundred and twenty-nine, between Joseph Parker, of the city of Baltimore, in the State of Maryland, of the one part, and Edward Hinkley, of said city, of the other part.

Whereas, on the application of the said Joseph Parker, to the commissioners of insolvent debtors for the city and county of Baltimore, for the benefit of the acts of assembly for the relief of insolvent debtors, the said commissioners on the thirtieth day of June appointed the above named Edward Hinkley, provisional trustee for the benefit of the creditors of the said Joseph Parker, and did order and direct that the said Joseph Parker should execute a deed to the said trustee of all his property, estate, and effects, and should deliver the same to the said trustee, together with his books, papers, accounts, bonds, notes and evidences of debt, agreeably to the provisions of the act of assembly in such case made and provided. Now this indenture witnesseth, that the said Joseph Parker, in pursuance of the premises, and in consideration of one dollar, current money, to be paid by the said Edward Hinkley, hath granted, bargained, and sold, released, conveyed, assigned, transferred and set over, and by these presents doth freely and absolutely grant, bargain and sell, release, convey, assign, transfer and set over unto the said Edward Hinkley, his heirs, executors, and administra-

tors, all and every the household goods and furniture, effects and chattles, debts, and sum and sums of money belonging to and due and owing to him the said Joseph Parker, as are in the schedule of the said Joseph Parker particularly mentioned; and also all the property and estate, real, personal and mixed, of what kind, nature or quality soever, (excepting the wearing apparel, bed and bedding of the said Joseph Parker and family) which the said Joseph Parker has or claims any title to, or is in any respect entitled to, in possession, remainder or reversion; to have and to hold the same, and every part and parcel thereof, unto him the said Edward Hinkley, his heirs, executors, administrators, and assigns, forever, in trust for the creditors of the said Joseph Parker, and for their use and benefit, agreeably to the act of assembly, entitled "An act for the relief of sundry insolvent debtors" and the several supplements thereto.

In witness whereof, the said Joseph Parker hath hereunto set his hand, and affixed his seal, on the day and year first above mentioned.

JOSEPH PARKER. [SEAL.]

Signed, sealed, and delivered in the presence of
F. ISRAEL,
T. H. BELT.

BALTIMORE CITY, *ss.*

On the thirtieth day of June, in the year eighteen hundred and twenty-nine, came Joseph Parker before us, two justices of the peace for the city aforesaid, and acknowledged the within instrument of writing to be his act and deed, according to the true intent and meaning thereof, and the act of assembly in that case made and provided.

Acknowledged before

F. ISRAEL,
T. H. BELT.

BALTIMORE CITY, *ss.*

I, Edward Hinckley, provisional trustee, appointed by the commissioners of insolvent debtors for the city and county of Baltimore, on behalf of the creditors of Joseph Parker, an insolvent debtor, do hereby certify that I have received of the said Joseph Parker, all his property, estate, and effects, and, also, all his books, papers, accounts, bonds, notes, and evidences of debt, as mentioned in his schedule.

EDW'D. HINKLEY.

Witness:
F. ISRAEL.

BALTIMORE, *sct.*

On the application of Joseph Parker, of Baltimore city, by petition in writing to us, the subscribers, commissioners of insolvent debtors for the city and county of Baltimore, stating that he is now actually imprisoned in Baltimore county, and praying us to grant to him the benefit of the insolvent laws of this State, a schedule of his property, and a list of his creditors, on oath, as far as he can ascertain them, being annexed to his petition; and the said Joseph Parker having satisfied us, by competent testimony, that he has resided two years next preceding the time of his application within the State of Maryland, and we having appointed Edward Hinkley provisional trustee of the said Joseph Parker, and the said trustee having given

bond with security, approved by us, for the faithful performance of his said trust; and the said trustee being in possession of all the property of the said insolvent debtor; and the said Joseph Parker having also given bond, with security approved by us, for his personal appearance before us, at our office, in the city of Baltimore, on the third day of August next, to answer such interrogatories as may be propounded to him by any of his creditors, and also for his personal appearance before Baltimore county court on the third Saturday in next January term, to answer such allegations as may be filed against him by any of his creditors; and the said Joseph Parker having also before us taken the oath directed to be taken by the said insolvent laws, for the delivery up of his property; these are therefore to certify that we have this day granted a personal discharge to the said Joseph Parker.

Given under our hands this 30th day of June, in the year one thousand eight hundred and twenty-nine.

L. EICHELBERGER,
J. S. SHRIVER,
W. G. D. WORTHINGTON. } Comm'rs., &c.

Jos. Parker & Co.—Additional Schedule.

Their responsibility to George Williams for his endorsement on Jos. Parker & Co.'s notes, held by Wm. Dawson & Co. for $6,000 00

BALTIMORE CITY, to wit:

On this tenth day of July, in the year 1829, Cumberland D. Williams, a partner of the firm of Joseph Parker, made oath before me, the subscriber, a justice of the peace for Baltimore city, that the aforegoing additional schedule contains a true statement of their liabilities.

SAML. PICKERING.

Know all men by these presents, that Nathaniel Williams, John Glenn, John Barney, and William H. Gatchell, of Baltimore city, are held and firmly bound unto the State of Maryland in the sum of twenty thousand dollars current money, to be paid to the said State or its certain attorney or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents; sealed with our seals, and dated this ninth day of September, in the year eighteen hundred and twenty-nine.

Whereas, the commissioners of insolvent debtors for the city and county of Baltimore, have this day appointed the said Nathaniel Williams, and John Glenn, and Stephen Honeywell, permanent trustees of Joseph Parker, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of assembly in such cases, made and provided.

Now, the condition of the above obligation is such, that if the above bound Nathaniel Williams and John Glenn do, and shall faithfully perform the duties required of them as permanent trustees, as aforesaid, and shall, in all respects, obey and perform the lawful orders and directions of Baltimore

county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

NATHL. WILLIAMS, [SEAL.]
JOHN GLENN, [SEAL.]
JNO. BARNEY, [SEAL.]
W. H. GATCHELL, [SEAL.]

Signed, sealed, and delivered in the presence of Jno. Hindman Barney, as to the signatures of Nathl. Williams and Jno. Barney. Witness for Jno. Glenn and W. H. Gatchell.

GEO. SPRINGER. *(Endorsed.)*

September 14th, 1829.

Approved :

L. EICHELBERGER, } Com'rs.
J. S. SHRIVER, }

Know all men by these presents, that Stephen Honeywell, Henry Webb, Rezin B. Simpson, and John H. Orndorff, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of twenty thousand dollars current money, to be paid to the said state, its certain attorney or assigns; to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents, sealed with our seals, and dated this eleventh day of September, in the year eighteen hundred and twenty-nine.

Whereas, the commissioners of insolvent debtors for the city and county of Baltimore, have appointed Nathaniel Williams, John Glenn, and Stephen Honeywell, permanent trustees of Joseph Parker, an insolvent debtor of Baltimore, for the benefit of the creditors of the said debtor, agreeably to the acts of assembly in such cases made and provided.

Now, the condition of the above obligation is such, that if the above bound Stephen Honeywell do and shall faithfully perform the duties required of him as permanent trustee as aforesaid, and shall in all respects, obey and perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

S. HONEYWELL, [SEAL.]
HENRY WEBB, [SEAL.]
R. B. SIMPSON, [SEAL.]
JNO. H. ORNDORFF, [SEAL.]

Signed, sealed, and delivered in the presence of
F. DELAPLANE.

(Endorsed.) September 14th, 1829.

Approved :

L. EICHELBERGER, } Com'rs.
J. S. SHRIVER. }

This indenture, made this ninth day of October, in the year of our Lord one thousand eight hundred and twenty-nine, between Edward Hinkley, of Baltimore county and State of Maryland of the one part, and Nathaniel Williams, John Glenn, and Stephen Honeywell of the same county and State, of the other part.

Whereas, the said Edward Hinkley was heretofore appointed by the commissioners of insolvent debtors for the city and county of Baltimore, provisional trustee of a certain *Thomas* Parker, an insolvent debtor; and whereas, the said commissioners have appointed the said Nathaniel Williams, John Glenn, and Stephen Honeywell, permanent trustees of the said insolvent debtor, and have by their order, dated the fourth day of September, in the year aforesaid, directed the said provisional trustee forthwith to execute a deed of transfer and assignment of and for all the estate, property, rights, credits and effects of the said insolvent debtor to the said Nathaniel Williams, John Glenn, and Stephen Honeywell, permanent trustees as aforesaid, agreeably to the acts of assembly, in such cases made and provided.

Now this indenture witnesseth, that the said Edward Hinkley, in pursuance of the premises, and in consideration of one dollar current money, to him paid by the said Nathaniel Williams, John Glenn, and Stephen Honeywell, hath granted, bargained and sold, released, conveyed, assigned, transferred and set over, and by these presents doth grant, bargain, and sell, release, convey, assign, transfer and set over unto the said Nathaniel Williams, John Glenn, and Stephen Honeywell, their heirs, executors, and administrators, all the estate, property, rights, credits and effects of the said insolvent debtor, to have and to hold the same and every part thereof, unto them the said Nathaniel Williams, John Glenn, and Stephen Honeywell, their heirs, executors, administrators, and assigns forever, in trust for the creditors of the said insolvent debtor, and for their use and benefit, agreeably to the acts of assembly in such cases made and provided.

In witness whereof, the said Edward Hinkley hath hereunto set his hand and affixed his seal the day and year first above mentioned.

EDWARD HINKLEY. [SEAL.]

Signed, sealed, and delivered in the presence of
GEO. GORDON BELT.

STATE OF MARYLAND, *City of Baltimore, sct.*

On the ninth day of October, in the year of our Lord one thousand eight hundred and twenty-nine, before me, the subscriber, one of the associate judges of the sixth judicial district of the State of Maryland, and acknowledged the foregoing deed or instrument of writing to be his act and deed.

THO. KELL.

And now here, at the January term of the said court, in the year of our Lord one thousand eight hundred and thirty, to wit, on the sixteenth day of January, in the same year, comes into the county court here, the said Joseph Parker, in his proper person. It is thereupon in pursuance of the insolvent laws aforesaid, adjudged, granted and ordered by Baltimore county court, that the said Joseph Parker be, and he is hereby, fully and finally discharged from all debts, covenants, contracts, promises and agreements, due from or owing or contracted in his individual, as also in a copartnership capacity by him, before the aforesaid thirtieth day of June, in the year of our Lord one thousand eight hundred and twenty-nine: Provided that any property which he shall hereafter acquire by gift, descent, or in his own right, by bequest, devise, or in any course of distribution, shall be liable for the payment of the said debts.

Test: WM. GIBSON, Clerk.

In testimony that the foregoing is truly copied from the record of proceedings of Baltimore county court, I have hereto subscribed my name, and affixed the seal of said court, this 19th day of November, 1836.

[SEAL.] THO. KELL, Clk. Balto. Co. Ct.

Application of C. D. Williams for the benefit of the Insolvent Laws of Maryland.

IN BALTIMORE COUNTY COURT.

CUMBERLAND D. WILLIAMS, An Insolvent Debtor. } January Term, 1830.

The commissioners of insolvent debtors for the city and county of Baltimore, appointed under and in pursuance of an act of assembly of Maryland, passed at December session, 1816, entitled "An act relating to insolvent debtors in the city and county of Baltimore," reported to Baltimore county court here, in the matter of the application of Cumberland D. Williams for the benefit of the insolvent laws aforesaid, in the words and of the tenor following, to wit:

In the case of Cumberland D. Williams an applicant for the benefit of the insolvent laws of Maryland, the undersigned, commissioners of insolvent debtors for the city and county of Baltimore, in pursuance of an act of assembly, entitled "An act relative to insolvent debtors in the city and county of Baltimore," do report to Baltimore county court, that having diligently inquired and examined into the nature and circumstances of the said application, it appears upon such examination that the said Williams hath complied with the terms and conditions of the said insolvent laws, and hath acted fairly and bona fide; and the said commissioners now return to the office of the clerk of the said court, there to be recorded, the schedule and all proceedings which have been had before them in the matter of application aforesaid. Given under our hands this sixteenth day of January, in the year eighteen hundred and thirty.

L. EICHELBERGER, J. S. SHRIVER, } Commissioners, &c.

The schedule and proceedings referred to in the aforegoing report, are in form following, to wit:

To the commissioners of insolvent debtors for the city and county of Baltimore.

The petition of Cumberland D. Williams of the city of Baltimore, and now residing therein, respectfully sheweth:

That your petitioner is now actually imprisoned in Baltimore county for debts which he is unable to pay, that he is willing and offers to deliver up to the use of his creditors, all his property, real, personal, and mixed, to which he is in any way entitled (the necessary wearing apparel and bedding of himself and of his family excepted,) a schedule whereof, together with a list of his creditors and debtors, as far as he can ascertain them at present, are hereunto on oath annexed.

Your petitioner hereunto annexes proof, on oath, that he has resided two years next preceding this his application, within the State of Maryland.

Your petitioner, therefore, prays you to grant to him the benefit of the insolvent laws of this State, and he will pray and so forth.

CUMBERLAND D. WILLIAMS.

BALTIMORE June 30, 1829.

A schedule of the property real, personal, and mixed, of Cumberland D. Williams which he is in any way entitled, the necessary wearing apparel and bedding of himself and his family excepted.

His individual property, viz:

Property in hands of D'Arbel & Co. consisting of proceeds of wax, &c. held by Wm. Dawson & Co. as collateral security for payment of notes of Joseph Parker & Co.

Six pews in the First Independent Church, standing on the books of Joseph Parker & Co.

40 shares Savage Manufactory Company stock held to secure Robert Oliver's endorsement and Thomas Tenant's notes.

15 shares Flatcotal Company Mining stock pledged to Wm. Reynolds & Co. for accommodation paper to amount of $1750.

1440 acres Illinois land mortgaged as a farther security to Wm Reynolds & Co. for the above sum of $1,750.

Outstanding adventure to Mexico.

12½ shares Ceralvo Mining Company stock held with Osgood & Co.

2 shares Screw Dock Company stock, 1st instalment only paid, transferred to Thomas Tenant to secure payment of note to him in the view of said Tenant, but transferred as sale in payment in part of note.

3 shares Temascaltepec Mining Company stocks, transferred to Thomas Tenant to secure payment of note in the view of said Tenant, but transferred as sale in part payment of note.

Household furniture not excepted by law.

Wood, groceries, liquors in house, including about 30 gallons whiskey, valued in all about - - - - - $40 00

All the right and interest of the said C. D. Williams in, and to, the copartnership, property, and effects of Joseph Parker & Co. for which, see annexed schedule.

CUMBERLAND D. WILLIAMS.

A list of debts due and owing to Cumberland D. Williams as far as he can at present ascertain them.

No individual debts.

For debts due to the firm of Joseph Parker & Co. see annexed schedule.

A list of creditors of Cumberland D. Williams, as far as he can at present ascertain them.

George Williams's account - - - - $658 80

Do. as agent, rent due on 1 July - - - 300 00

Judgment recently obtained by executors of John Graham in Virginia, disputed.

Apprehended judgment on suit pending in Virginia by John Carthra, both claims rest on same principal and are disputed.

Debts due by the firm of Joseph Parker & Co. for which, see annexed schedule.

Schedule of the property of Joseph Parker & Co.

Hams, bacon, vinegar, flour, salt, tools, and counting-house furniture.

8 shares Temascaltepec Mining Company stock.

127 bales upland cotton, subject to the lien of $110 96, due to Sorrel & Anderson, and the payment of freight, insurance, drayage, and other charges.

20 shares Flatcotal Mining Company stock held by Wm. Reynolds & Co. to secure payment of note for $1750 00.

3 shares stock in the first independent church, par $250.

Cash $3951 87 in hands of Osgood & Co.

Cash 42 50 in the office of discount and deposite.

Debts due to the said firm.

N. Nagle, at Savannah	$158 68
Hall, Shapter, and Tupper	110 96
J. & H. Rose, Charleston	419 53
J. C. & C. Buckmeyer, supposed about	2000 00
J. A. & J. Morton	73 60
Michael Lazarus	242 20
Slawson (dead)	140 00
Andrew Hall	51 60
	$3196 57

Amount of bad debts charged to account of profit and loss as per ledger	6482 79
Less amount collected	749 60
	$5733 19

Bad and doubtful debts not yet charged to profit and loss account as follows:

John Gooding, Baltimore	$1875 20
John M. Fost, Laguira	1088 81
Gill & Warrington, do.	287 15
Joshua Delaplane, Frederick county, Md.	377 19
George Miller, Charleston, South Carolina	77 00
Sampayrac & Petitpain, do.	64 75
Rhoads & Mills, Baltimore	98 03
J. C. Pillans, Charleston, South Carolina	53 98
L. Secanten & Co., Savannah,	90 68
T. Duffy, Fredericksburg, Virginia	120 00
George Dunbar, Augusta, Georgia	87 50
Henry M'Kinstry (dead)	46 96
Davis & Smith, New York	146 68
H. Blair, Barber and Blair, Savannah, Georgia	116 42
George P. Whitney, (dead)	87 64
Mezick & Belt, Charleston,	76 48
John R. Hanham, St. Augustine, Florida	132 00

James & Thomas Lloyd, Baltimore -	710 00	
		$11,269 66
John Caldwell, Charleston, settled - -		630 26
		$11,899 92

N. B. There is a judgment against John Gooding which is suspended on the verbal promise of payment in 1, 2, and 3 years, commencing 1st June next.

CUMB'D D. WILLIAMS.

List of debts due, and owing, by the firm of Jos. Parker & Co.

Judgment in favor of the United States, and costs -		$4663 54
Jos. Parker's note endorsed by C. D. Williams and Robert Oliver		3000 00
C. D. Williams & Jos. Parker & Co's protested note given in exchange for Thomas Tenant's note - - -		2300 00
Nath'l Williams's endorsement of C. D. Williams's note -		250 00
Jno. Barney's endorsement of C. D. Williams's note -		250 00
Osgood & Co's endorsement of C. D. Williams's note -		1125 00
Andrew Hall's endorsement of do. do. - -		750 00
Wm. Reynolds & Co's note - - - -		1750 00
Wm. Lorman, rent - - - - -		300 00
Henderson P. Lone, rent - - - -		150 00
Osgood & Co's note - - - - -		6341 75
Charles Chase do - - - - -		4276 18
Wm. Dawson & Co. do - - - -		6000 00
George Williams's account - - -		1000 00
Wm. Reynolds & Co's note - - - -		967 56
James Barroll, do - - - -		158 10
Jno. McPherson or, holders of notes to him - -		5895 09
Rezin B. Simpson's notes - - -	$5302 39	
Deduct note drawn by him to firm - -	256 19	
		5046 20
Delaplane & James's notes - - - -		4134 86
Wm. Adreon do - - - -		819 81
Nimrod Bull do - - - -		859 07
John & James Power do - - - -		179 65
Alex. Grier do - - - -		824 57
Jas. N. Keys do - - - -		416 80
Wm. Howell & Son do - - - -		481 60
Jas. Wilson do - - - -		812 54
E. & J. Palmer do - - - -		825 24
John H. Orndoff do - - - -		1646 39
R. Gilmer & Son do - - - -		90 00
Matthews & Hopkins do - - - -		2 55
Joel Vickers do - - - -		92 41
		$55,661 39

CUMB'D D. WILLIAMS.

BALTIMORE CITY, *ss.*

On the thirtieth day of June, in the year eighteen hundred and twenty-nine, the within named Cumberland D. Williams, made oath before me, the subscriber, a justice of the peace for Baltimore city, that the aforegoing schedule and list of debts due him, contain a true statement of all his property, real, personal and mixed, to which he is in any way entitled ; the necessary wearing apparel and bedding of himself and family excepted ; and that the aforegoing list of creditors, is a true list of all his creditors, and also the sums of money due to them respectively, as far as he can at present ascertain the same.

Sworn before FIELDER ISRAEL.

BALTIMNRE CITY, *ss.*

On the thirtieth day of June, in the year eighteen hundred and twenty-nine, Edward Hinkley made oath before me, the subscriber, a justice of the peace for Baltimore City, that Cumberland D. Williams has resided in the State of Maryland the two years next preceding the date of the within petition, and still resides therein.

Sworn before FIELDER ISRAEL.

I hereby certify, that the within named Cumberland D. Williams is now actually imprisoned in Baltimore county at the suit of the President and Directors of the Commercial and Farmers' Bank of Baltimore, and that he is not now imprisoned on account of any breach of the peace, or for the non-payment of any fine or penalty for a breach of the laws of this State, or of the United States. WM. BALL, Sheriff.

Pursuant to the directions of the act of Assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," and of the supplement thereto, we do hereby appoint and fix the 3d day of August next for the personal appearance of Cumberland D. Williams, the within named insolvent debtor before us, commissioners of insolvent debtors for the city and county of Baltimore, at our office in the court house in the said city, at 10 o'clock in the forenoon of the same day, to answer such interrogatories as may be propounded to him by any of his creditors ; and we also hereby appoint and fix the 16th day of January next, for the final appearance of said insolvent debtor before Baltimore county court, to answer such allegations as may be filed against him by his creditors and for the final hearing of his said application.

Given under our hands this 30th day of June, in the year eighteen hundred and twenty-nine.

L. EICHELBERGER,
J. S. SHRIVER,
W. G. D. WORTHINGTON. } Commissioners.

Know all men by these presents, that we, Cumberland D. Williams and Nathaniel Williams, of Baltimore city, are held and firmly bound unto the State of Maryland in the sum of one hundred thousand dollars, money of the United States, to be paid to the said State, or its certain attorney or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly

by these presents, sealed with our seals, and dated this thirtieth day of June, in the year eighteen hundred and twenty-nine. The condition of the above obligation is such, that if the above bound Cumberland D. Williams shall make his personal appearance before the commissioners of insolvent debtors for the city and county of Baltimore, at the court house in the said city, on the third day of August next, at ten o'clock in the forenoon, and answer such interrogatories as may be propounded to him by any of his creditors, agreeably to the act of the assembly, entitled "An act relating to insolvent debtors in the city and county of Baltimore," and shall also make his personal appearance before the judges of the Baltimore county court at the court house in the city of Baltimore, on the sixteenth day of January next, then and there to answer such allegations and interrogatories as the creditors of the said Cumberland D. Williams or any of them may have filed against him, agreeably to the said act of assembly, and the act, entitled "An act for the relief of sundry insolvent debtors," and the several supplements thereto, and continue in court until duly discharged; then the above obligation to be void, else to be and remain in full force and virtue in law.

CUMB'D D. WILLIAMS. [SEAL.]
NATH'L WILLIAMS. [SEAL.]

Signed, sealed and delivered in the presence of
EDWARD HINKLEY.

☞ Know all men by these presents, that we Edward Hinkley and Nathaniel Williams, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of one hundred thousand dollars, money of the United States, to be paid to the said State, or to its certain attorney or assigns, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, and dated this thirtieth day of June, in the year eighteen hundred and twenty-nine.

Whereas, the commissioners of insolvent debtors for the city and county of Baltimore have this day appointed Edward Hinkley provissional trustee to take possession, for the benefit of the creditors of Cumberland D. Williams, an insolvent debtor of the city of Baltimore, of all his property, estate and effects, books, papers, accounts, bonds, notes and evidences of debt, agreeably to the directions of the act of the general assembly of Maryland, entitled "An act relating to insolvent debtors in the city and county of Baltimore." The condition of the above obligation is such, that if the above bound Edward Hinkley do, and shall well and faithfully perform the duties required of him as provisional trustee aforesaid, and preserve, dispose of, transfer, convey and deliver to such person or persons, and in such manner as the aforesaid commissioners shall appoint and direct all the property, estate and effects, books, papers, accounts, bonds, notes and evidences of debt, which he shall receive, or which shall be conveyed, transferred or delivered to him as trustee aforesaid; and in all respects, obey and perform the lawful orders and directions of the said commissioners in the premises ; then the above obligation to be void, otherwise to be and remain in full force and virtue.

EDWARD HINKLEY. [SEAL.]
NATH'L. WILLIAMS. [SEAL.]

Signed, sealed and delivered in the presence of
JNO. BARNEY.

This indenture made this thirtieth day of June, in the year of our Lord one thousand eight hundred twenty-nine between Cumberland D. Williams of Baltimore city, in the State of Maryland, of the one part, and Edward Hinkley of the other part. Whereas, on the application of the said Cumberland D. Williams, to the commissioners of insolvent debtor for the city and county of Baltimore for the benefit of the acts of assembly, for the relief of insolvent debtors, the said commissioners on the said thirtieth day of June, appointed the above named Edward Hinkley provisional trustee for the benefit of the creditors of the said Cumberland D. Williams, and did order and direct that the said Cumberland D. Williams should execute a deed to the said trustee of all his property, estate and effects; and should deliver the same to the trustee, together with his books, papers, accounts, bonds, notes and evidences of debt, agreeably to the provisions of the act of assembly, in such cases made and provided.

Now this indenture witnesseth, that the said Cumberland D. Williams in pursuance of the premises, and in consideration of one dollar current money to be paid by the said Edward Hinkley, hath granted, bargained, and sold released, conveyed, assigned, transferred, and set over, and by these presents doth freely and *and* absolutely grant, bargain and sell, release convey, assign, transfer and set over, unto the said Ed'wd Hinkley, his heirs, executors, and administrators, all and every the household goods and furniture, effects, and chattles, debts and sum *and sums* of money belonging to, and due or owing to him, the said Cum'd D. Williams, as are in the schedule of the said C. D. Williams particularly mentioned; and also all other the property and estate real personal and mixed of what kind, nature, or quality soever (excepting the wearing apparel, bed and bedding of the said Cumberland D. Williams,) which the said Cumberland D. Williams has or claims any title to, or is in any respect entitled to, in possession remainder or reversion. To have and to hold the same and every part and parcel thereof, unto him the said Edward Hinkley, his heirs, executors, administrators, and assigns, forever, in trust for the creditors of the said Cumberland D. Williams, and for their use and benefit, agreeably to the act of assembly, entitled "An act for the relief of sundry insolvent debtors," and the several supplements thereto.

In witness whereof, the said Cumberland D. Williams hath hereunto set his hand, affixed his seal, the day and year first above mentioned.

CUMB'D. D. WILLIAMS. [SEAL]

Signed, sealed and delivered in the presence of
FIELDER ISRAEL,
T. H. BELT.

BALTIMORE CITY, *ss.*

On the thirtieth day of June, in the year eighteen hundred and twenty-nine, came Cumberland D. Williams, before us, two justices of the peace for the city aforesaid, and acknowledged the within instrument of writing to be his act and deed, according to the true intent and meaning thereof, and the act of assembly in that case made and provided.

Acknowledged before

FIELDER ISRAEL,
T. H. BELT.

BALTIMORE CITY, *ss.*

I, Edward Hinkley, provisional trustee, appointed by the commissioners of insolvent debtors for the city and county of Baltimore, on behalf of the creditors of Cumberland D. Williams, an insolvent debtor, do hereby certify that I have received of the said Cumberland D. Williams all his property, and estate effects, and also all his books, papers, accounts, bonds, notes, and evidences of debt, as mentioned in his schedule.

Witness, EDWARD HINKLEY.
FIELDER ISRAEL.

BALTIMORE, *scl.*

On the application of Cumberland D. Williams, of Baltimore city, by petition in writing to us the subscribers, commissioners of insolvent debtors for the city and county of Baltimore, stating that he is now actually imprisoned in Baltimore county, and praying to us to grant to him the benefit of the insolvent laws of this State, a schedule of his property, and a list of his creditors, on oath, as far as he can ascertain them, being annexed to his petition; and the said Cumberland D. Williams having satisfied us by combetent testimony, that he has resided two years, next preceding the time of this application, within the State of Maryland, and we having appointed Edward Hinkley, provisional trustee, for the benefit of the creditors of the said Cumberland D. Williams, and the said trustee having given bond, with security approved by us, for the faithful performance of his said trust, and the said trustee being in possession of all the property of the said insolvent debtor, and the said Cumberland D. Williams having also given bond, with security approved by us, for his personal appearance before us, at our office in the city of Baltimore, on the third day of August next, to answer such interrogatories as may be propounded to him by any of his creditors; and also for his personal appearance before Baltimore county court, on the third Saturday in next January term, to answer such allegations as may be filed against him by any of his creditors, and the said Cumberland D. Williams, having before us, taken the oath directed to be taken by the said insolvent laws for the delivery up of his property; these are therefore to certify that we have this day granted a personal discharge to the said Cumberland D. Williams.

Given under our hands, this 30th day of June, in the year one thousand eight hundred and twenty-nine.

L. EICHELBERGER,
J. S. SCHRIVER,
W. G. D. WORTHINGTON. } Com'rs.

September 4th, 1829.

John Glenn, Nathaniel Williams and Stephen Honeywell, are hereby appointed permanent trustees for the benefit of the creditors of Joseph Parker, and also permanent trustees for the benefit of the creditors of Cumberland D. Williams.

L. EICHELBERGER,
J. S. SCHRIVER,
W. G. WORTHINGTON. } Com'rs.

Know all men by these presents, that we Nathaniel Williams, John Glenn, John Barney, and William H. Gatchell, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of twenty thousand dollars current money, to be paid to the said State, or its certain attorney or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, firmly by these presents; sealed with our seals, and dated this ninth day of September, in the year eighteen hundred and twenty-nine.

Whereas, the commissioners of insolvent debtors for the city and county of Baltimore, have this day appointed the said Nathaniel Williams and John Glenn, and Stephen Honeywell, permanent trustees of Cumberland D. Williams, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of assembly, in such case made and provided.

Now the condition of the above obligation is such, that if the above bound Nathaniel Williams and John Glenn, do and shall faithfully perform the duties required of them, as permanent trustees as aforesaid, and shall, in all respects, obey and perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

NATH'L. WILLIAMS. [SEAL.]
JOHN GLENN. [SEAL.]
JNO. BARNEY. [SEAL.]
W. H. GATCHELL. [SEAL.]

Signed, sealed and delivered in the presence of Jno. Hindman Barney, as to the signature of Nath'l. Williams and Jno. Barney. Witness for Jno. Glenn and Wm. H. Gatchell.

GEORGE SPRINGER.

September 14th, 1829, Approved:

L. EICHELBERGER, } Comm'rs.
J. S. SHRIVER. }

Know all men by these presents, that Stephen Honeywell, Henry Webb, Rezin B. Simpson and John H. Orndorff, of Baltimore city, are held and firmly bound unto the State of Maryland, in the sum of twenty thousand dollars current money, to be paid to the said State, or its certain attorney or assigns, to which payment well and truly to be made, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents; sealed with our seals, and dated this eleventh day of September, in the year eighteen hundred and twenty-nine.

Whereas, the commissioners of insolvent debtors for the city and county of Baltimore, have this day appointed Nathaniel Williams, John Glenn and Stephen Honeywell, permanent trustees of Cumberland D. Williams, an insolvent debtor of Baltimore city, for the benefit of the creditors of the said debtor, agreeably to the acts of assembly, in such cases made and provided.

Now the condition of the above obligation is such, that if the above bound Stephen Honeywell do, and shall faithfully perform the duties required of him as permanent trustee as aforesaid, and shall, in all respects, obey and

perform the lawful orders and directions of Baltimore county court in the premises, then the above obligation to be void, otherwise to be and remain in full force and virtue in law.

S. HONEYWELL. [SEAL.]
HENRY WEBB. [SEAL.]
R. B. SIMPSON. [SEAL.]
JOHN H. ORNDORFF. [SEAL.]

Signed, sealed and delivered in the presence of
F. DELAPLANE.

September 14th, 1829, Approved :
L. EICHELBERGER, J. S. SHRIVER. } Comm'rs.

This indenture made this ninth day of October, in the year of our Lord one thousand eight hundred and twenty-nine, between Edward Hinkley, of Baltimore county, and State of Maryland, of the one part, and Nathaniel Williams, John Glenn and Stephen Honeywell, of the same county and State, of the other part.

Whereas, the said Edward Hinkley was heretofore appointed by the commissioners of insolvent debtors for the city and county of Baltimore, provisional trustee of a certain C'd D. Williams an insolvent debtor; and whereas, the said commissioners have appointed the said Nath'l Williams, John Glenn and Stephen Honeywell, permanent trustees of the said insolvent debtor, and have, by their order, dated the fourth day of Sept. in the year aforesaid, directed the said provisional trustee forthwith to execute a deed of transfer and assignment of, and for all the estate, property, rights, credits and effects of the said insolvent debtor, to the said Nathaniel Williams, John Glenn, and Stephen Honeywell, permanent trustees as aforesaid, agreeably to the acts of assembly in such cases, made and provided.

Now, this indenture witnesseth, that the said Edward Hinkley, in pursuance of the premises, and in consideration of one dollar, current money, to him paid by the said Nathaniel Williams, John Glenn and Stephen Honeywell, hath granted, bargained, and sold, released, conveyed, assigned, transferred and set over, and by these presents doth grant, bargain and sell, release, convey, assign, tranfer and set over, unto the said Nathaniel Williams, John Glenn and Stephen Honeywell, their heirs, executors and administrators, all the estate, property, rights, credits and effects of the said insolvent debtor. To have, and to hold the same, and every part thereof, unto them, the said Nathaniel Williams, John Glenn and Stephen Honeywell, their heirs, executors, administrators and assigns, forever, in trust for the creditors of the said insolvent debtor, and for their use and benefit, agreeably to the acts of assembly, in such cases made and provided.

In witness whereof, the said Edward Hinkley hath hereunto set his hand, and affixed his seal, the day and year first above mentioned.

EDWARD HINKLEY. [SEAL.]

Signed, sealed and delivered in presence of
GEO. GORDON BELT.

STATE OF MARYLAND, *City of Baltimore, sct.*

On this ninth day of October, in the year of our Lord one thousand eight hundred and twenty-nine, before me, the subscriber, one of the associate judges of the sixth judicial district of the State of Maryland, and acknowledged the foregoing deed or instrument of writing, to be his act and deed.

THO. KELL.

And now here, at the January term of the said court, in the year of our Lord one thousand eight hundred and thirty, to wit, on the sixteenth day of January, in the same year, comes into the county court here, the said Cumberland D. Williams, in his proper person. It is thereupon, in pursuance of the insolvent laws aforesaid, adjudged, granted, and ordered by Baltimore county court, that the said Cumberland D. Williams be, and he is hereby fully and finally discharged from all debts, covenants, contracts, promises and agreements due from, or owing, or contracted, in his individual, as also in his copartnership capacity, by him, before the aforesaid thirtieth day of June, in the year of our Lord one thousand eight hundred and twenty-nine: Provided, That any property which he shall hereafter acquire by gift, descent, or in his own right by bequest, devise, or in any course of distribution, shall be liable for the payment of the said debts.

Test, WM. GIBSON, Clerk.

In testimony that the aforegoing is a true copy, taken from the record and proceedings of Baltimore county court, in the case of Cumberland D. Williams, an applicant for the benefit of the insolvent laws of the State of Maryland,

[SEAL] I have hereto set my hand and affixed the seal of the said court, this 19th day of November, 1836.

THO. KELL,
Clerk Baltimore county court.

The plaintiffs then offered in evidence the record of proceedings in a suit in equity, instituted in the circuit court of the United States, against John W. & Robert H. Osgood, Nathaniel Williams, and John Glenn, (the two last named) being the defendadts in this cause, and Stephen Honeywell, (since deceased.)

Record in chancery in the circuit court, U. S. against Osgoods and others.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

At a Circuit Court of the United States, for the fourth circuit in and for the Maryland District, begun and held at the city of Baltimore, on the first day of November, in the year of our Lord one thousand eight hundred and thirty-three.

Present: The honorable Gabriel Duvall, one of the associate justices of the Supreme Court of the United States. Elias Glenn, judge of Maryland District. Nathaniel Williams, Esquire, Attorney. Thomas Finley, Esquire, Marshall. Philip Moore, Clerk.

Among other were the following proceedings, to wit:

THE UNITED STATES
vs.
JOHN W. OSGOOD, ROBERT H. OSGOOD, NATHANIEL WILLIAMS, JOHN GLENN and STEPHEN HONEYWELL.

Be it remembered, that heretofore, to wit, on the thirtieth day of October, in the year of our Lord one thousand eight hundred and twenty-nine: The said United of America, by Nathaniel Williams, Attorney of the United States, in and for the Maryland District, filed in the Circuit Court here, on the equity side of the said court, their bill of complaint against the said John W. Osgood, Robert H. Osgood, Nathaniel Williams, John Glenn and Stephen Honeywell, in the words, and of the tenor following, to wit:

Bill of Complaint.

To the honorable the Judges of the Circuit Court of the United States, for the fourth circuit, in and for the district of Maryland, sitting in equity.

The bill of complaint of the United States of America, respectfully represents unto your honors: That heretofore, a commercial house doing business in the city of Baltimore, Maryland, under the firm of Hammond and Newman, became embarrassed in trade, and stopt payment, being indebted in a large sum of money to these complainants on custom-house bonds, which have long since become due, and judgments obtained therefor, which judgments remain unsatisfied to an amount exceeding ten thousand dollars; that at the time of the failure of the said house, they executed a deed of trust of sundry property to Cumberland D. Williams, for the sole and exclusive purpose of paying the said bonds to these complainants, (after paying costs and expenses) as will fully appear by reference to the said deed, bearing date the 15th day of July, 1827, the original of which is herewith filed, as a part of this bill, marked exhibit A.

These complainants also represent that, the said Cumberland D. Williams, as such trustee, became possessed, out of the funds of said house, of a considerable sum of money, applicable to the payment of the said bonds, that is to say, of the sum of twenty-eight hundred and eighty dollars or thereabouts; which sum he placed in the funds of another commercial house, doing business in the said city, under the firm of Joseph Parker and Company, and of which the said Cumberland was the Company; that subsequently to the receipt of said money, the said Newman having received a consignment or consignments of merchandise to order, he procured the said Williams to enter the same at the custom house of Baltimore, and gave to the said Williams the amount of duties, chargeable on the said merchandise, and which amounted to the sum of seventeen hundred and sixty dollars and sixty cents; that, thereupon, the said Williams executed and delivered to the collector of the said port four bonds, on which he was principal, for the said duties, on three of which his partner, Joseph Parker, was one of the securities, which three amount to the sum of eleven hundred and twenty-two dollars and ninety cents; and the said Williams also placed the said sum of $1,760 60, in the funds of Joseph Parker and Company, and the whole of which two respective sums, that of $2,880; and of $1,760 60, were mixt up with the capital or stock in trade of the firm of Joseph Parker and Company, and were exclusively used and employed by said firm, and for their benefit.

These complainants further represent that, the said Cumberland D. Williams and Joseph Parker, constituting the firm of Joseph Parker & Co. becoming embarrassed in trade, by reason of losses and disappointments, stopt payment on or about the 16th day of March, 1829, and on the 18th day of the same month and year, they executed a deed of trust of all their joint estate funds and claims to, and in favor of John W. Osgood and Robert H. Osgood, as will appear by reference to the said deed of trust, herewith filed as a part of this bill, marked exhibit B. and by which bill it will be seen that the payment of all debts due by the said Joseph Parker and Company, and by the said Williams to these complainants, are secured to be paid first, after payment of costs and expenses out of the said trust estate; and at the last mentioned date, sundry orders were drawn by the said Joseph Parker and Company, to and in favor of the said Osgoods, to enable the latter to collect certain debts due to the former, by debtors residing out of the State of Maryland; but the proceeds of which orders these complainants understand and charge to be liable to all the provisions and conditions set forth in the aforesaid deed of trust.

These complainants further shew, that a suit was instituted in their behalf, against the said Williams and Parker, to the May term, 1829, of this honorable court, in which suit, on the 8th day of the same month and year, the defendants, through their authorized counsel, confessed a judgment for the sum then ascertained to be due, on both of the accounts herein before stated; that is to say, for the sum of four thousand six hundred and forty-three dollars and seventy-nine cents, with interest from the date of the said judgment: that on this judgment, the counsel of the complainants caused a writ of attachment in the nature of an execution, to issue out of this court on the sixth day of June following, (1829,) and which was laid in the hands of the aforesaid John W. Osgood and Robert H. Osgood, on the same day; all which said judicial and legal proceeding will fully appear by reference to the records of this court; a full copy of which proceedings is herewith filed, as a part of this bill, marked exhibit C.

These complainants further set forth that the said Williams and Parker, on the thirtieth day of June, 1829, applied for the benefit of the insolvent laws of Maryland, when a provisional trustee of their effects was oppointed, but subsequently, in the month of September following, Nathaniel Williams, John Glenn and Stephen Honeywell, were duly appointed the permanent trustees for the estates of the said Williams and Parker, and they having received conveyances of said estates and given bonds with security as required by law, have taken upon themselves the burthen of said trusts.

These complainants further represent, that the aforesaid John W. Osgood and Robert H. Osgood, copartners under the firm of Osgood and Company, have received into their possession under the said deed of trust and aforesaid orders, or one of them, a large sum of money, that is to say, the sum of forty three hundred dollars, or thereabouts, and that the said Nathaniel, John and Stephen, trustees as aforesaid, under the insolvent laws, have received in money, twenty five hundred dollars or thereabouts, and in good notes at short dates, an additional sum, which together, are far more than sufficient to pay the said judgment, recovered as aforesaid, against the said Williams and Parker.

Inasmuch therefore as these complainants are by law and equity, and tho special provisions of the acts of Congress, entitled to be paid, neither by the said Osgoods, or by the last mentioned trustees, or by both of them, the

amount of the judgment afore said, in preference, and if need be, in exclusion of all other creditors; and since each and all of the said respective trustees have neglected and refused to pay the said judgment, or any part thereof, these complainants pray redress in the premises, through the interposition of the equity powers of this court.

To that end they pray that subpœnaes may issue out of this court, directto the said John W. Osgood, and Robert H. Osgood, Nathaniel Williams, John Glenn, and Stephen Honeywell, all of the district of Maryland, requiring them and each of them to be and appear herein, on a day to be therein specified, to answer the premises on oath, and particularly that the said Osgoods state fully and particularly, what sums of money they have *received under the said deed of trust*, and under the respective orders referred to, and that said Nathaniel, John and Stephen, state fully and particularly, what sums they have received as trustees aforesaid, and the amount in notes in their hands, and that your honors would decree the payment of the said judgment, interests and costs, out of the said respective funds, or one of them by way of priority and in preference, and if need be in exclusion of all other creditors of the said Williams and Parker whether creditors of them as copartners, or creditors of either, and of both of them individually, and that your honors would pass such other and further order and decree, and grant such further relief in the premises, as law and equity, and the nature of the complainants' case require, and shall seem meet unto your honors, and as in duty, &c.

NATHL. WILLIAMS,
Attorney of the United States for the district of Maryland.

Assignment from Hammond and Newman to C. D. Williams.

(Exhibit A, referred to in the bill.)

This indenture, made this sixteenth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, between John L. Hammond and George H. Newman, of the city and county of Baltimore, in the State of Maryland, merchants, copartners in trade, under the firm of Hammond & Newman, of the one part, and Cumberland D. Williams, of the said city of Baltimore, merchants, of the other part: Whereas, at the time of executing these presents, there are due and owing to the said Hammond & Newman, from the several persons and firms hereinafter named, the several sums of money hereinafter specified, that is to say, from Gregoria Madina, of Ponce, in the island of Porto Rico, for balance of account, the sum of three hundred and fifty-five dollars, and sixty-six cents, or thereabouts, with interest thereon, and also commissions for attending to a suit instituted on a policy of insurance; from Messrs. Overman & Voight, of Ponce, in the island of Porto Rico, aforesaid, for balance of account, about one thousand and thirty-two dollars and fifty-eight cents, with interest thereon, and also commissions; from Messrs. Davidson & Co., of Ponce, in the island of Porto Rico, aforesaid, for balance of account, one thousand and sixty-eight dollars and seventy-two cents, with interest thereon, and commission; from sundry persons for claims deposited by the said Hammond & Newman, with Messrs. Davidson & Co., aforesaid, for collection, amounting to about three thousand dollars; so far as the same have not been received by the said Davidson & Co., and from the said Davidson & Co., so

far as the same have been collected or received by that firm, from C. F. Overman, of St. Thomas, abount twelve hundred and forty-three dollars and seventy-five cents, or from Messrs. Cabot & Co., of St. Thomas' aforesaid, a like amount, if the same has been, or may hereafter be received by them in consequence of a bill heretofore drawn by the said Hammond & Newman, and for their use, in favor of said Cabot & Co., for said sum; from Messrs. Cabot & Co., aforesaid, or whom it may concern, for an invoice of property consigned by said Hammond & Newman to them, amounting to three hundred and thirty-six dollars and ninety-five cents, or thereabouts; from Robert Caldwell, or whom it may concern, for an invoice of sundry property, shipped per the schooner Betsey, to St. Bartholomews, and a market, consigned to the said Robert Caldwell, supercargo, amounting to about three thousand six hundred and fifteen dollars and twenty cents; from J. P. Hutchinson, consul of the United States, at Lisbon, for balance of account supposed to amount to about two thousand dollars; and from Benjamin Lincoln Newman, of Boston, Massachusetts, a debt or sum of money amounting to twelve thousand dollars, or thereabouts.

Now this indenture witnesseth, that for and in consideration of the sum of five dollars, lawful money of the United States, to the parties hereto of the first part, paid by the party of the second part, to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged; and also for divers other good causes and considerations, the parties hereto, of the first part thereunto moving, the said John L. Hammond and George H. Newman, have bargained and sold, assigned, transferred, set over, and confirmed, and by these presents do bargain and sell, assign, transfer, set over, and confirm unto the said Cumberland D Williams, his executors and administrators, all and singular, the debts, claims, and sums of money aforesaid, and the specific goods, merchandise and property within mentioned to have been shipped by the said Hammond and Newman, so far as the same may remain undisposed in the hands of the aforesaid consignees, or either of them, and all accounts, evidences and vouchers concerning the same; and all the interest, right and claim of the said Hammond and Newman in and to said hereby assigned debts, claims, and property: To have and to hold, receive and take the same unto the said Cumberland D. Williams, his executors and administrators, to the use of the said Cumberland D. Williams, his executors and administrators, forever, —in trust and confidence, nevertheless, and to and for the uses, and to the ends, intents, and purposes hereinafter mentioned, expressed and declared of and concerning the same.

And this indenture further witnesseth, that the said John L. Hammond and George H. Newman have constituted and appointed, and by these presents do constitute and appoint, the said Cumberland D. Williams, his executors and administrators, to be the true and lawful attorney and attorneys of the said Hammond and Newman, and in their names or otherwise, as the case may require, but to the uses hereinafter expressed, to ask, demand, enforce the payment of, recover and receive all and every the debts, claims, sums of money and property aforesaid, and acquittances for the same in whole or in part, as the case may be, to execute and deliver; and for the purposes aforesaid, one or more attorney or attorneys under him to substitute and appoint, and the same at pleasure to revoke; and generally to do and perform in the premises all and whatsoever may be requisite, as fully and in the same manner as the said Hammond and Newman themselves could or

might do, had this assignment and power not been executed. In trust, however, that the said Cumberland D. Williams, his executors or administrators, shall and will dispose of and apply all moneys and funds that may come to his or their hands in virtue of this trust, in manner following, that is to say: in the first place may retain thereout the expenses necessarily attending the execution of this trust. Secondly, shall apply the residue thereof to or towards the payment of the custom house bonds of the said Hammond and Newman due or owing to the United States of America, amounting to about eighteen thousand dollars, and the balance or surplus, if any may remain, shall and will pay over to the said John L. Hammond and George H. Newman, or to their assigns, and for no other use or purpose whatsoever.

In witness whereof, the said John L. Hammond and George H. Newman have hereunto subscribed their names and affixed their seals on the day and year first above written.

JOHN L. HAMMOND. [SEAL.]
GEO. H. NEWMAN. [SEAL.]

Signed, sealed end delivered in the presence of
SAMUEL MYERS,
JACOB SMALL.

Received on the day of the date of the foregoing indenture from Cumberland D. Williams, the party of the second part thereto, the sum of five dollars, the consideration within mentioned to be paid by him to us.

JNO. L. HAMMOND,
GEO. H. NEWMAN.

STATE OF MARYLAND, *City of Baltimore, sc.*

Be it remembered, and it is hereby certified, that on this sixteenth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, before the subscriber, Jacob Small, mayor of the said city of Baltimore, personally appeared John L. Hammond and George H. Newman, the parties of the first part to the foregoing indenture or instrument of writing, and did severally acknowledge the same to be their respective act and deed.

[SEAL.] In testimony whereof, I have hereunto subscribed my name and affixed the corporate seal of the city of Baltimore aforesaid, on the day and year above written.

JACOB SMALL,
Mayor of the City of Baltimore.

STATE OF MARYLAND, *City of Baltimore, sc.*

Be it remembered, and it is hereby certified, that on this sixteenth day of July, in the year of our Lord one thousand eight hundred and twenty-seven, before the subscriber, John Gill, notary public by letters patent under the great seal of the State of Maryland, commissioned and duly qualified, residing in the said city of Baltimore, personally appeared John L. Hammond and George H. Newman, the parties of the first part to the foregoing indenture or instrument of writing, and did severally acknowledge the same to be their respective act and deed.

[SEAL.] In testimony whereof, I have hereunto subscribed my name and affixed my notarial seal on the day and year aforesaid.

J. GILL, Notary Public.

Received to be recorded, the 18th day of July, 1827, at 4 o'clock, P. M., the same day recorded among the records of Baltimore county court, in liber W, G, No. 37, folio 247, and examined.

Per WM. GIBSON, *Clk.*

Deed of Trust from Joseph Parker and C. D. Williams to Robert H. and John W. Osgood.

(Exhibit B, referred to in the bill.)

This indenture, made this eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, between Joseph Parker and Cumberland D. Williams, of the firm of Joseph Parker & Co., of the city of Baltimore, in Maryland, of the one part, and Robert H. Osgood and John W. Osgood, of the firm of Osgood & Co., of said city, of the other part, witnesseth: that in consideration of, and in order to fulfil the trusts hereinafter mentioned and expressed, and for and in consideration of the sum of five dollars lawful money of the United States to the said Joseph Parker and Cumberland D. Williams paid by the said Robert H. Osgood and John W. Osgood, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged, the said Joseph Parker and Cumberland D. Williams have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer, and set over, unto the said Robert H. Osgood and John W. Osgood all the estate, both real and personal, of them the said Joseph Parker and Cumberland D. Williams, jointly belonging to them, wheresoever the same may be situate, and all and singular the joint stock in trade, goods, wares, merchandise, debts, sum and sums of money, bills, notes, bonds; books of account, and other things due and owing to the said Joseph Parker & Co., and all papers, and evidences of debts due, or that may become due; to have, hold, receive and take the same unto the said Robert H. Osgood and John W. Osgood, their executors, administrators, and assigns, upon trust, and to and for the uses and purposes following: that they the said Robert H. Osgood and John W. Osgood, or the survivor of them, and executors and administrators of such survivor, do, and shall, as soon as conveniently may be, make sale and dispose of, so much and such part thereof as are in their nature saleable, for the best prices, in money, or reasonable credit, that can be obtained for the same, and do, and shall, collect and get in so much thereof as are outstanding, and not in their nature saleable. And it is hereby declared and argreed that the said Robert H. Osgood and John W. Osgood, and the survivor of them, and the executors and administrators of such survivor, shall stand possessed of, and interested in the moneys to arise by such sale or sales, and to be collected and received as aforesaid, upon trust, and to the intent that they, or he, shall and do, in the first place, pay, and retain to, and reimburse themselves or himself, all such cost, charges and expenses, as they respectively, or he, shall or may pay, sustain of expend in or about such sale or sales, so to be made as aforesaid, or in collecting or getting in the debts, and sums of money mentioned to be hereby assigned as aforesaid, and do and shall thereout also pay the expenses of preparing and executing these presents, and all other costs, charges and expenses incident to, or which may be incurred or sustained, in or about the execution of the trust herein

expressed, or any of them. And then in trust to pay all the custom-house bonds due to the United States, or that are now outstanding, and which may become due on account of the said Joseph Parker & Co., or the said Cumberland D. Williams, and to save harmless, and indemnified, all persons who are securities on any such bonds, and also to pay all debts which the said Cumberland D. Williams may be liable to pay the Government of the United States, as trustee, or one of the trustees, by deed of the late firm of Hammond and Newman, on account of moneys or funds received by him, as such trustee ; and then in trust to pay to the said Robert H. Osgood and John W. Osgood, all such sum and sums of money as are now due to their firm of Osgood and Co. from the said Joseph Parker and Co. or the said Cumberland D. Williams, and all such sum and sums of money as the said Osgood & Co. may hereafter pay for, and on account of, the said Joseph Parker & Co. or the said Cumberland D. Williams, upon and in consequence of any acceptance, or acceptances, endorsement, or endorsements, of bills and notes for the accommodation of the said Joseph Parker & Co. or the said Cumberland D. Williams ; and then in trust to pay, and secure, and save harmless and indemnified, rateably and proportionably, Andrew Hall, as endorser on a note of the said Cumberland D. Williams, for about seven hundred and fifty dollars, and Thomas Tenant, to the amount of thirteen hundred dollars, part of a note for about twenty-three hundred dollars, drawn by said Tenant in favor of said Cumberland D. Williams, and discounted at the Bank of Baltimore ; and Nathaniel Williams, Esq. for his endorsement of a note of about two hundred and fifty dollars, and John Barney for his endorsement of a note, of another note, for about two hundred and fifty dollars, (both of which last notes are for account of the said Cumberland D. Williams) and George Williams as endorser of a note of the said Joseph Parker & Co. for three hundred and sixty dollars, and John McPherson & Co. as endorsers of a note for one hundred and forty-six dollars, on account of said Joseph Parker & Co. or of the said Joseph Parker individually, and also all sums due for money borrowed by the said Joseph Parker & Co. And then, as to all the surplus and residue of the property hereby assigned, or of the proceeds and moneys arrising therefrom, in trust to deliver and pay the same over to the said Joseph Parker, and Cumberland D. Williams, or their order, or the survivor of them, or the executors, administrators, or order, or assigns, of such survivor.

In testimony whereof, the said Joseph Parker and Cumberland D. Williams, and Robert H. Osgood, and John W. Osgood, have hereto set their hands and seals, respectively, on the day and year first herein before written.

CUMBERLAND D. WILLIAMS. [SEAL.]
JOSEPH PARKER. [SEAL.]
ROBERT H. OSGOOD. [SEAL.]
JOHN W. OSGOOD. [SEAL.]

Signed, sealed and delivered in the presence of
EDWARD HINKLEY.

STATE OF MARYLAND, *City of Baltimore, sct.*

On the eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, before me, the subscriber, a justice of the peace, in and for the city of Baltimore, personally appeared Cumberland

D. Williams, and Joseph Parker, the parties grantors in the within deed, and acknowledged the same, severally, to be their act and deed. Taken and certified, on the day and year aforesaid.

SAMUEL YOUNG.

Received to be recorded, the 27th day of March, 1829, at 45 minutes past 2 o'clock, P. M. Same day recorded among the land records of Baltimore county court, in Liber. W, G, No. 197, folio 508, &c. and examined.

Per W. GIBSON, *Clerk*

Circuit Court record in the case of the United States vs. John W. and R. H. Osgood, garnishees of C. D. Williams and Joseph Parker.

(Exhibit C, referred to in the bill.)

THE UNITED STATES OF AMERICA,
District of Maryland, to wit.

At a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the 8th day of December, in the year of our Lord one thousand eight hnndred and twenty-nine.

Present: The Hon. GABRIEL DUVALL, one of the associate Justices of the Supreme Court of the United States.
ELIAS GLENN, Judge of Maryland district.
NATHANIEL WILLIAMS, Esquire, Attorney.
THOMAS FINLEY, Esquire, Marshal.
PHILIP MOORE, Clerk.

Among other were the following proceedings, to wit:

THE UNITED STATES
vs.
JOHN W. OSGOOD and
ROBERT H. OSGOOD, garnishees of
CUMB'D. D. WILLIAMS and
JOSEPH PARKER.

Be it remembered, that heretofore, to wit: on the 6th day of June, in the year of our Lord one thousand eight hundred and twenty-nine, the said United States of America, by Nathaniel Williams, prosecuted and sued forth out of the circuit court here, the writ of the United States of America of attachment directed to the Marshal for the Maryland district, in the words and of the tenor following, to wit:

THE UNITED STATES OF AMERICA,
District of Maryland, to wit.

To the Marshal for Maryland district, greeting:

[SEAL.] Whereas, at a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the eighth day of May, in the year of our Lord one thousand eight hundred and twenty-nine, the United States of America, by the judg-

ment of the same court, recovered against Cumberland D. Williams and Joseph Parker, late of the Maryland district, yeomen, as well the sum of eight thousand dollars, current money, for their damages which they had sustained by reason of the non-performance of certain promises and assumptions by the said Cumberland D. Willliams and Joseph Parker, to the said United States of America, before that time made, as the sum of nineteen dollars and seventy-five cents for their cost and charges by them about their suit, in that behalf laid out and expended, whereof the said Cumberland D. Williams and Joseph Parker are convict, as of record, it manifestly appears.

Therefore, you are hereby commanded to attach any of the lands, tenements, goods, chattels, and credits of the said Cumberland D. Williams and Joseph Parker, if they shall be found in your district, to the value of the damages, cost and charges aforesaid, and when you have the same so attached, or any part thereof, the same in your custody safe keep, so that you have the same before the said circuit court, to be held at the city of Baltimore, on the eighth day of December next, then and there to be condemned according to the act of Congress, in such case made and provided, to and for the use of the said United States of America, unless the said Cumberland D. Williams and Joseph Parker shall come then and there, by themselves, or lawful attorney, and show sufficient cause to the contrary. And you are likewise commanded by good and lawful men of your district, to make known to such person or persons, in whose hands or possession, the said goods, chattels, and credits, of the said Cumberland D. Williams and Joseph Parker, shall be attached, at the day and place aforesaid, to show cause (if they have any) why they said good, chattels, and credits, so as above said in their hands attached, should not be condemned, and execution thereof had and made as in other cases of recoveries and judgments given in courts of record, according to the directions of the act of Congress aforesaid, if to him, her or them, it shall seem meet; and how you shall execute this writ, make known to the said court on the day and at the place aforesaid, and have you then and there this writ.

Witness the honorable John Marshall, Chief Justice of our Supreme Court, the twentieth day of March, in the year of our Lord one thousand eight hundred and twenty nine.

PHILLIP MOORE,
Clerk Circuit Court.

N. W. Issued 6th June, 1829.

At which said eighth day of December, in the year of our Lord one thousand eight hundred and twenty-nine, being the day of the return of the aforegoing writ of attachment, comes into the circuit court here, as well the said United States of America, by their attorney aforesaid, and the Marshal of the Maryland district aforesaid, makes return thereof to the court here, thereon thus endorsed, to wit:

"Laid in the hands of Robert Osgood and John Osgood, trading under the firm of Osgood & Co. on the 6th day of June, 1829, in the presence of Thomas Spicer and Jabez Gore."

THOMAS FINLEY, Marshal.

And the said John W. Osgood and Robert H. Osgood, garnishees of the said Cumberland D. Williams and Joseph Parker, in whose hands the goods,

chattels and credits of the said Cumberland D. Williams and Joseph Parker were so as aforesaid attached, being called, come into the circuit court here, by Edward Hinkley, their attorney.

And thereupon, the said United States of America, by their attorney aforesaid, file in the circuit here, their interrogatories propounded to the said John W. Osgood, and Robert H. Osgood, garnishees as aforesaid, of the said Cumberland D. Williams and Joseph Parker, in the words and of the tenor following, to wit:

THE UNITED STATES,
vs.
JOHN W. OSGOOD & ROBERT H. OSGOOD, garnishees of CUMBERLAND D. WILLIAMS, AND JOSEPH PARKER, trading under the firm of JOSEPH PARKER & Co.

Attachment on judgment in the circuit court of the United States, fourth circuit and district of Maryland.

Interrogatories to be answered by John W. Osgood, and Robert H. Osgood, the garnishees of Cumberland D. Williams and Joseph Parker, copartners as aforesaid:

First.—At the time the attachment, issued in this cause, was laid in your hands, to wit, on the sixth day of June, in the year eighteen hundred and twenty-nine, were you in any manner indebted to the said Williams and Parker, individually, or as copartners, the defendants named in the title to these interrogatories, or have you, at any time since, been, or are you now, indebted to the said Williams and Parker in any way, or to any other person, for their use and benefit? If yea, state particularly the amount of such debt, the consideration on which it was, or is founded, the time when it was contracted, and when it was, or will be due or payable, and if payable to any other person for the defendants use; to whom is it payable?

Second.—Had you, at the time the said attachment was laid in your hands, or at any time since, or have you now in your possession, or under your care or trust, any goods, chattels, merchandise, property, money or effects, belonging to the said Williams and Parker, in any right, or to which they have or had any right, title, interest or claim, either in severalty or jointly, or in common with another or others? If yea, give a particular description of such property, goods, chattels, merchandise or effects, the quantity, quality and value, the place where the same is or are deposited, the nature and quantity of the right, title, interest and claim of the said Williams and Parker in any right in or to the same, and the nature and extent of the lien or liens, if any, on the same.

Third.—Was there any agreement, written or verbal, made between you and the said Williams and Parker in any right, and in existence at the time the said attachment was laid in your hands, or at any time since, in virtue of which you were, or are to hold any money, effects or property, real or peasonal, or any interests, right, estate or claim at law or in equity, in or to any lands, tenements, or heriditaments in trust for the said Williams and Parker, or either of them, or for their use or benefit? If yea, state particularly the terms of that agreement; if in writing, produce to the court here a copy of it; state the time when it was made, the quantity, quality,

and value of the property on which it was, does, or is to operate, or which you held, now hold, or are to hold, in virtue thereof, and in whose hands the said agreement, if in writing, or the effects, money or property, on which it was or is to operate, was, or now is.

Fourth.—Have you at any time since the said attachment was laid in your hands, paid any sum of money, or delivered any goods, property or effects, to the said Williams and Parker, or to either of them, or to any person, for their use or benefit? If yea, state the amount of money so paid—describe the kind, quantity, quality and value of the goods, property and effects, so delivered, and name the person to whom the same was so paid and delivered.

NATH'L WILLIAMS,
Dist. Atty. U. S. Md. Dist.

And the said John W. Osgood and Robert H. Osgood, by their attorney aforesaid, filed in the circuit court here, their answers to the interrogatories as aforesaid, propounded to them by the said United States of America by their attorney aforesaid, in form following to wit:

THE UNITED STATES vs. JOHN W. OSGOOD and ROBERT H. OSGOOD, garnishees of CUMB'D D. WILLIAMS and JOSEPH PARKER, trading under the firm of JOSEPH PARKER & Co.	Attachment on judgment in the circuit court of the United States, fourth circuit, for the District of Maryland.

The joint answers of John W. Osgood and Robert H. Osgood, garnishees, named in the above case, to the interrogatories filed therein.

1st. To the first interrogatory, these respondents answer, that neither at the time when this attachment was laid in the hands of these respondents, were they indebted, nor at any time since, have they been indebted, nor are they now indebted to the said Cumberland D. Williams and Joseph Parker, or either of them, on any account, further or otherwise than by law they may be considered to be indebted upon the fact stated in these answers; that at the time when this attachment was laid in the hands of these respondents, the said Cumberland D. Williams and Joseph Parker, were indebted, and they are still indebted to these respondents in the sum of six thousand three hundred and forty-one dollars and seventy-six cents, (exclusive of interest thereon) for coffee, sold and delivered by these respondents to the said Joseph Parker & Co. For further answer to this interrogatory, these respondents refer to their answer to the next succeeding interrogatory.

2d. In answer to the second interrogatory, these respondents answer as follows, viz.

Sometime before this attachment was laid in the hands of these respondents, the said Joseph Parker & Co. made and delivered to these respondents, for specific purposes, sundry orders upon merchants in other States. That at the time this attachment was laid in the hands of these respondents, there was remaining in the hands of these respondents of a remittance received by them on one of said orders on the twenty-first day of May last, (1829,) the sum of nine hundred and fifty-seven dollars and two cents, not required for the purposes for which said orders ware given; and that after the said attachment was laid in the hands of these respondents, they received on said orders or some of them, two other sums, which, with the respective

dates or times at which they were received, are particularly stated in the memorandum hereto annexed marked (A,) to which these respondents refer as a part of these these answers. That after deducting certain costs, expenses and commissions, stated in said memorandum, there now remains in the hands of these respondents the sum of two thousand nine hundred and twenty-five dollars and thirty-three cents ($2,925 33.) These respondents further give this honorable court to be informed, that after the said orders were made as aforesaid, the said Joseph Parker and Cumberland D. Williams, executed, acknowledged, and delivered to these respondents a deed of trust, which was duly recorded among the records of Baltimore county court, assigning to these respondents all the copartnership property and effects of the said Parker and Williams, for the purposes expressed in said deed, a copy whereof is hereto annexed, marked B, which these respondents pray may be taken and considered as a part of these their answers.

3d and 4th. For answers to the third and fourth interrogatories these respondents refer to their foregoing answers to the first and second interrogatories.

These respondents furthermore give this honorable court to be informed, that the plaintiffs in this attachment have caused a bill to be filed on the equity side of this court against these respondents and others, in which bill, these respondents, as defendants therein, are called to account for and surrender the same funds that are inquired of in this attachment, and for the purpose of applying them towards satisfying the same judgment on which this attachment was issued. Upon all which facts, matters and things, these respondents submit to the opinion and judgment of this honorable court, whether or not the said sum of two thousand nine hundred and twenty-five dollars and thirty-three cents ($2,925 33) ought to be condemned for the use of the plaintiff in this attachment.

JOHN W. OSGOOD,
ROBERT H. OSGOOD.

EDWARD HINKLEY,
Atty for garnishees.

STATE OF MARYLAND, *City of Baltimore sct.*

On this twenty-eighth day of November, in the year of our Lord one thousand eight hundred and twenty-nine, before the subscriber, a justice of the peace for the city of Baltimore aforesaid, personally appeared John W. Osgood and Robert H. Osgood, and severally made oath that the facts, matters and things contained in their foregoing answers are true, to the best of their knowledge and belief.

In testimony whereof, I have hereunto subscribed my name.

JOHN MOORE.

(A.)

Memorandum of moneys received by Osgood & Co. under the orders referred to in the annexed answers, &c.

1829. May 21.	received	- - - -	$957 02
June 25.	do	- - - -	1,869 87
" 26	do	- - - -	419 95
			$3,246 84

Deduct.

Paid costs chancery suit - - -	$29 17		
Attorney and counsellors' fees - -	100		
Commissions to Osgood & Co. 5 per cent. -	162 34		
Supposed cost of Osgood & Co. in this attachment and in the equity suit pending in the circuit court of U. S. respecting these funds - - - - -	30 00	321 61	
			$2,925 33

(B.)

This indenture, made this eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, between Joseph Parker and Cumberland D. Williams, of the firm of Joseph Parker & Co. of the city of Baltimore, in Maryland, of the one part, and Robert H. Osgood and John W. Osgood, of the firm of Osgood & Co. of said city, of the other part, witnesseth: that in consideration of, and in order to fulfil the trust hereinafter mentioned and expressed, and for and in consideration of the sum of five dollars, lawful money of the United States, to the said Joseph Parker and Cumberland D. Williams, paid by the said Robert H. Osgood and John W. Osgood, at or before the sealing and delivery of these presents, the receipt whereof is hereby acknowledged; the said Joseph Parker and Cumberland D. Williams, have granted, bargained, sold, assigned, transferred and set over, and by these presents do grant, bargain, sell, assign, transfer and set over, unto the said Robert H. Osgood, and John W. Osgood, all the estate, both real and personal of them the said Joseph Parker and Cumberland D. Williams, jointly belonging to them, wheresoever the same may be situate, and all and singular the joint stock in trade, goods, wares, merchandise, debts, sum and sums of money, bills, notes, bonds, books of account, and other things due and owing to the said Joseph Parker & Co. and all papers and evidences of debts due, or that may become due; to have, hold, receive and take the same unto the said Robert H. Osgood and John W. Osgood, their executors administrators and assigns, upon trust, and to and for the uses and purposes following, that they the said Robert H. Osgood and John W. Osgood, or the survivor of them, and the executors and administrators of such survivor, do and shall as soon as conveniently may be, make sale and dispose of so much and such part thereof as are in their nature saleable, for the best prices in money, or reasonable credit, that can be obtained for the same, and do and shall collect and get in so much thereof as are outstanding, and not in their nature saleable; and it is hereby declared and agreed that the said Robert H. Osgood and John W. Osgood, and the survivor of them, and the executors and administrators of such survivor, shall stand possessed of, and interested in the moneys to arise by such sale or sales, and to be collected and received as aforesaid upon trust, and to the intent, or that they or he shall and do, in the first place, pay and retain to, and reimburse themselves or himself, all such costs, charges and expenses, as they respectively or he shall or may pay, sustain or expend in or about such sale or sales so to be made as aforesaid, or in collecting or in getting in the debts and sums of money mentioned to be hereby assigned as aforesaid, and do and shall thereout also pay the expense of preparing and executing these presents, and all other costs, charges and expenses incident to, or which may be incurred, or sustained in or

about the execution of the trusts herein expressed, or any of them; and then in trust, to pay all the custom house bonds due to the United States, or that are now outstanding, and which may become due on account of the said Joseph Parker & Co. and the said Cumberland D. Williams, and to save harmless and indemnified all persons who are securities on any such bonds; and also to pay all debts which the said Cumberland D. Williams may be liable to pay to the Government of the United States, as trustee, or one of the trustees, by deed of the late firm of Hammond & Newman, on accountof moneys or funds received by him as such trustee, and then in trust to pay to the said Robert H. Osgood and John W. Osgood, all such sum and sums of money as are now due to their firm of Osgood & Co. from the said Joseph Parker & Co. or the said Cumberland D. Williams, and all such sum or sums of money as the said Osgood & Co. may hereafter pay, for and on account of the said Joseph Parker & Co. or the said Cumberland D. Williams, upon and in consequence of any acceptance or acceptances, endorsement or endorsements of bills and notes for the accommodation of the said Joseph Parker & Co. or the said Cumberland D. Williams; and then in trust to pay and secure, and save harmless and indemnified, rateably and proportionably, Andrew Hall, as endorser on a note of the said Cumberland D. Williams, for about seven hundred and fifty dollars, and Thomas Tenant, to the amount of thirteen hundred dollars, part of a note for about twenty-three hundred dollars, drawn by said Tenant in favor of said Cumberland D. Williams, and discounted at the Bank of Baltimore, and Nathaniel Williams esq. for his endorsement of a note of about two hundred and fifty dollars, and John Barney, for his endorsement of a note, of another note of about two hundred and fifty dollars, both of which last notes are for account of the said Cumberland D. Williams, as endorser of a note of the said Joseph Parker & Co. for three hundred and sixty dollars, and John McPherson & Co. as endorsers of a note for one hundred and forty six dollars on account of the said Joseph Parker & Co. and of the said Joseph Parker individually; and also all sums due for money borrowed by the said Joseph Parker & Co. And then as to all the surplus and residue of the property hereby assigned, or of the proceeds and moneys arising therefrom in trust, to deliver and pay the same over to the said Joseph Parker and Cumberland D. Williams, or their order, or the survivor of them, or the executors, administrators or assigns, or order of such survivor.

In testimony whereof, the said Joseph Parker and Cumberland D Williams and Robert H. Osgood and John W. Osgood, have hereunto set their hands and seals, respectively, on the day and year first herein before written.

CUMB'D D. WILLIAMS. [SEAL.]
JOSEPH PARKER. [SEAL.]
ROBERT H. OSGOOD. [SEAL.]
JOHN W. OSGOOD. [SEAL.]

Signed, sealed and delivered in the presence of
EDWARD HINKLEY.

STATE OF MARYLAND, *City of Baltimore, sct.*

On the eighteenth day of March, in the year of our Lord one thousand eight hundred and twenty-nine, before me, the subscriber, a justice of the peace in and for the city of Baltimore, personally appeared Cumberland D.

Williams and Joseph Parker, the parties grantors, named in the within deed, and acknowledged the same severally to be their act and deed.

Taken and certified on the day and year aforesaid.

SAML. YOUNG.

Whereupon, all and singular, the interrogatories and answers relating to the premises aforesaid, as well of the said United States of America, as of the said John W. Osgood and Robert H. Osgood, being by the court here seen, heard and fully understood, and mature deliberation thereupon had; it is therefore considered by the court here, that the said United States of America take nothing by their writ of attachment aforesaid, but that the same be quashed, and that the said John W. Osgood and Robert H. Osgood go thereof, without day, and so forth.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name, and affix the seal of the said circuit court, this sixth day of September, in the year of our Lord one thousand eight hundred and thirty-four.

[SEAL]

THOS. SPICER,
Clerk Circuit Court.

Afterwards, to wit, on the twentieth day of November, in the year of our Lord one thousand eight hundred and twenty-nine, the said Nathaniel Williams filed in the said cause his answer to the complainant's bill of complaint, in the words and of the tenor following, to wit:

To the honorable the judges of the circuit court of the United States, for the fourth circuit, in and for the district of Maryland, sitting in equity.

Answer of Nath'l Williams to the bill of complaint.

The separate answer of Nathaniel Williams, one of the trustees under the insolvent laws of Maryland, of Cumberland D. Williams and Joseph Parker, insolvent debtors, to the bill of complaint of the United States of America, respectfully represents unto your honors:

That this defendant admits the facts and statements set forth in the said bill, with which he is connected, to be true; and all other facts and statements he believes to be true and correct.

This defendant also admits the right of the United States to priority and payment in preference, out of all the funds in said bill described and referred to in the manner therein claimed, on behalf of the claimants; and he not only consents that a decree may pass as prayed for in the said bill, but he desires it; wherefore, he submits to such decree and order in the premises in favor of the complainants as to your honors shall seem meet, and conformably to law and equity. And he prays to be hence dismissed with costs, &c.

And, as is in duty, &c.,

NATH'L WILLIAMS, in propria persona.

BALTIMORE CITY, *ss.*

On this 20th day of November, 1829, personally appeared Nathaniel Williams before the subscriber, a justice of the peace of the State of Mary-

land, for the city of Baltimore, and made oath on the Holy Evangely of Almighty God, that the facts and statements set forth in the foregoing answer, are true, to the best of his knowledge and belief.

Sworn to before

SAM'L PICKERING.

Afterwards, to wit, on the second day of December, in the year of our Lord one thousand eight hundred and twenty-nine, the said John W. Osgood and Robert H. Osgood filed in the said cause in circuit court here, their joint answer in the words and of the tenor following, to wit:

Answer of Jno. W. and Robert H. Osgood to the bill of complaint.

The joint answer of John W. Osgood and Robert H. Osgood to the bill of complaint of the United States of America, filed and pending against them and others as defendants, on the equity side of the circuit court of the United States, in the fourth circuit, for the district of Maryland.

These defendants now, and at all times hereafter, saving and reserving to themselves all and all manner of benefit and advantage of exception that can or may be had or taken to the many errors, uncertainties, insufficiencies, and other imperfections in the said bill of complaint contained, for answer thereto, or unto so much thereof as these defendants are advised is material or necessary for them to make answer unto, answer and say:

That these defendants admit it to be true that Hammond and Newman, named in said bill of complaint, stopped payment, indebted in a large sum of money to the complainants, in manner as charged in said bill; and they admit that judgments were obtained therefor, which remain unsatisfied.

And these defendants further answering, admit that the said Hammond and Newman executed to Cumberland D. Williams a deed of trust, in the manner and for the purposes stated in said bill.

These defendants further answering, say, that they do not know, of their own knowledge, of what sum of money the said Cumberland D. Williams become possessed out of the funds of said Hammond and Newman, nor whether or not he placed the money of which he is said to have become so possessed, in the funds of the firm of Joseph Parker and Co., but that, from information derived from the said Williams and otherwise, these defendants believe that he did become possessed of funds of Hammond and Newman, and that he placed the same in the business of the said Joseph Parker and Co., as charged in said bill. These defendants say, that they are ignorant of the particular transactions stated in said bill to have taken place between the said Newman and the said Williams, in regard to the entry of merchandise at the custom house, and the giving of bonds to secure the duties thereon, but these respondents doubt not of the truth of the facts stated in said bill in relation thereto; and they doubt not, but believe that the sum of money mentioned in said bill to have been paid or delivered by said Newman to said Williams, and to have been by him placed in the funds or business of Joseph Parker and Co., was paid or delivered to him and placed in the funds or business of said Joseph Parker and Co. as stated in said bill.

These defendants further answering, admit that the said Cumberland D. Williams and Joseph Parker became embarrassed in trade, and met with losses and disappointments; but these respondents deny that they, the said

Williams and Parker stopped payment on the sixteenth day of March, 1829, or had then determined to stop payment; these defendants aver, that they did not stop payment until on or about the twentieth day of said month of March. These defendants admit that the said Cumberland D. Williams and Joseph Parker, on the eighteenth day of said month of March, executed a deed of trust to these defendants, as stated in said bill; and do admit that exhibit B, annexed to said bill is a true copy thereof; and these defendants admit, that on the same day on which the said deed was executed, but some time before the execution thereof, sundry orders were drawn by the said Joseph Parker and Cumberland D. Williams in their copartnership name of Joseph Parker and Co., in favor of these defendants; but these defendants deny that the said orders were drawn merely to enable these defendants to collect certain debts due to said Joseph Parker and Co.; and these defendants aver, that the said orders were drawn for the express purpose of indemnifying and saving harmless these respondents against loss, on account of acceptances and endorsements of bills and notes, made by these respondents without consideration, for the accommodation of the said Joseph Parker and Co.; and that said orders were intended as a security and indemnity to these respondents, prior to, and independent of, the said deed of trust; and that it was understood and agreed between the said Cumberland D. Williams and Joseph Parker and these defendants, that said orders should be given to these respondents as such security and indemnity, before it was determined that said deed of trust should be made, or what should be the particular trust objects thereof. And these defendants deny, that the proceeds of said orders, or of any of them were intended by any agreement or understanding between the parties, to be liable to all or any of the provisions or trust purposes of said deed of trust; but these defendants admit, that it has happened that a part only of the money received by these respondents upon said orders, was required to fulfil the purposes for which said orders were given; and that these defendants admit, that there is remaining in their hands of the proceeds of said orders, or of some of them, the sum of two thousand nine hundred and twenty-five dollars and thirty-three cents, after deducting certain costs, expenses, and commissions stated in the memorandum or exhibit hereto annexed, marked A, to which these defendants refer as part of this their answer.

These defendants aver, that there never was any agreement or provision in regard to the application of said surplus funds, the proceeds of said orders. These defendants deny, that the same were received under, or by virtue, or in pursuance of said deed of trust; and they submit to the opinion of this court whether by operation of law, the said surplus funds are liable to the provisions and conditions of said trust deed or not. These defendants say, and they give the court here, to be particularly informed, that all the property and effects of the said Joseph Parker and Co., which did come into the hands or under the control of these defendants, by virtue and in pursuance of the said deed of trust, were delivered over by these defendants some time before the filing of the said bill of complaint, to Stephen Honeywell, one of the persons named in the said bill, who was appointed by the chancellor of Maryland a receiver, to take charge of said trust property and effects, in a certain suit instituted in the chancery court of Maryland, and which suit is now pending in the court of appeals of said State.

These defendants furthermore give the court here to understand and be informed, that the said Cumberland D. Williams and Joseph Parker are justly and bona fide indebted to these defendants, in the sum of six thousand three hundred and forty-one dollars and seventy-six cents, for coffee sold and delivered by these defendants to the said Williams and Parker, while they were trading under the firm of Joseph Parker and Co.

These defendants further say, that the funds mentioned in the said bill of complaint, as being in the hands of the other defendants, as trustees of said Williams and Parker, are part of the proceeds of the property assigned to these defendants in and by said deed of trust, and which, with all the other property thus assigned, these defendants respectfully submit, are clearly liable to the provisions of said deed of trust, and ought the rather to be resorted to by the United States in the first instance, in order that the funds in the hands of these defendants, if applicable by operation of law to the said trust objects, may remain to be applied thereto, so that none of the said trust objects may be defeated by the withdrawing of the said trust funds from the possesion and control of these defendants, the trustees in said deed of trust. These defendants give the court here further to be informed, that the attachment mentioned in said bill to have been laid in the hands of these defendants, was laid for the purpose of procuring a condemnation of the same funds which are inquired of in the said bill of complaint; and that these defendants, as garnishees in said attachment, have answered the interrogatories therein filed for them to answer, touching the same funds.

These defendants admit, that the said Williams and Parker respectively applied for the benefit of the insolvent laws of Maryland on the thirtieth day of June, 1829, and that Nathaniel Williams, John Glenn and Stephen Honeywell are their permanent trustees, as stated in said bill of complaint, without there is any other matter, cause or thing, in the said bill of complaint contained, material or necessary for these defendants to make answer unto, and not herein or hereby well and sufficiently answered, avoided, traversed or denied, is true to the knowledge or belief of these defendants; all which matters and things these defendants are willing to avoid, maintain and prove, as this honorable court shall direct.

Upon all of which matters and things these defendants submit to abide by such decree as this honorable court shall see fit to make respecting the said sum of two thousand nine hundred and twenty-five dollars and thirty-three cents of the proceeds of said orders remaining as aforesaid, in the hands of these defendants; with this condition, however, that in case condemnation for the same funds shall be had and adjudged against these defendents, as garnishees in said attachment, that then they submit that no decree may be passed against them in this equity cause; but that in such case these defendants may be hence dismissed with their reasonable costs herein to be sustained by them.

JOHN W. OSGOOD.
R. H. OSGOOD.

EDWARD HINKLEY,
Solicitor for the Defendants named in this answer.

STATE OF MARYLAND, *City of Baltimore, sct.*

On the 28th day of November, in the year of our Lord one thousand eight hundred and twenty-nine, before me, the subscriber, one of the justices of

the peace of the State of Maryland, in and for the city aforesaid, personally appeared John W. Osgood, and Robert H. Osgood, and severally made oath, in due form of law, that the facts, matters, and things contained in their foregoing answer, are true, to the best of their knowlege and belief.

In testimony whereof I hereunto subscribe my name.

JOHN MOORE.

Exhibit (A,) referred to in the foregoing answer.

Memorandum of moneys received by Osgood, & Co., under the orders referred to in the annexed answers, &c.

1829.	May 21.	Received - - - - -		$957 92
	June 25.	do. - - - - -		1,869 87
	26.	do. - - - - -		419 95
				3,246 84
		Deduct.		
Paid costs in chancery suit, - - - -			29 17	
Attorney and counsellors fees, - - -			100 00	
Commissions to Osgood, & Co., 5 per cent., - -			162 34	
Supposed costs of district court in this suit, and in the attachment laid in the hands of Osgood & Co. in the circuit of the United States to affect these funds, -			30 00	1 51
				$2,985 33

Afterwards, to wit, on the seventeenth day of June, in the year of our Lord one thousand eight hundred and thirty, the parties aforesaid, by their solicitors aforesaid, filed in the said cause an agreement in the words and of the tenor following, to wit:

Agreement.

THE UNITED STATES, *vs.* JOHN W. OSGOOD, and others.

CIRCUIT COURT OF THE U. S.
Fourth Circuit, Maryland Dist.

It is agreed between the parties in this cause, by their counsel, that the sum of twenty-eight hundred and sixty dollars, deposited in this case with the clerk of this court, be invested in stock of the Bank of the United States, in the joint names of Nathaniel Williams and John Glenn, and the clerk is authorized and requested to dispose of the money accordingly.

NATH'L WILLIAMS
Dist. Att'y. Md. 1st.
J. GLENN, for Defendants.

(Endorsed.)

Paid the within sum of money to J. I. Cohen, jr. & Brothers, on 17th June, 1830.

Afterwards, to wit, on the fourteenth day of June, in the year of our Lord one thousand eight hundred and thirty-two, the parties aforesaid, by their solicitors aforesaid, filed in the said cause a statement of facts in the words and of the tenor following, to wit:

Statement of Facts.

THE UNITED STATES OF AMERICA,
vs.
JOHN W. OSGOOD, and others.

CIRCUIT COURT OF THE UNITED STATES,
Fourth Circuit, District of Maryland. In Equity.
APRIL TERM, 1832.

It is admitted in this case, that at May term, 1829, of this court, a judgment was recovered by the United States against Cumberland D. Williams and Joseph Parker, partners heretofore under the firm of Joseph Parker & Company, upon causes of action, of which the four duty bonds to the United States herewith exhibited as a part of this statement, marked A, B, C, and D, respectively form part, in which said Williams is principal, and George Williams a security, and in three of which said bonds Parker is a signer.

It is admitted that George H. Newman, the importer of the goods, on whose importation said duty bonds were given, deposited in the hands of Cumberland D. Williams a fund specifically applicable and fully adequate to the payment of the said duty bonds, which fund came thereupon into the possession of said Parker and Company, and was mixed with their means, and so continued up to the time of their failure, of their confessing the judgment aforesaid, and also of their applying for the benefit of the insolvent laws of Maryland. It is admitted that there was brought into this court in this cause as part of the estate of said Joseph Parker and Company, a sum of money more than sufficient for payment of said bonds.

On this statement of facts it is submitted to this court to determine, and accordingly to decree in this cause, whether out of said sum of money in court the said duty bonds ought to be and shall be satisfied and paid to the United States, the complainants.

NATHANIEL WILLIAMS,
Dist. Att'y, Md. Dist.
CHARLES F. MAYER,
Att'y. for Defendants.

Exhibit (A,) referred to in the foregoing statement of facts.

(A.)

Know all men by these presents, that we, Cumberland D. Williams, George Williams, and Joseph Parker, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of eight hundred dollars, to be paid to the said United States; for the payment whereof we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated this 18th day of October, in the fifty-second year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-eight.

The condition of the above obligation is such, that if the above bound C. D. Williams, George Williams, and Joseph Parker, or either of them, their heirs, executors, or administrators, shall and do, on or before the 13th day of October next, well and truly pay or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of eight hundred dollars, on the amount of duties to be ascertained as due and arising on certain goods, wares and merchandise, entered by the above bounden C. D. Williams, as importer, in the ship St. Peter, N. Howland master, from Stockholm, as per entry, dated the 18th day of October. 1828, then the above obligation to be void, otherwise to remain in full force and virtue.

CUMBERLAND D. WILLIAMS. [SEAL.]
GEORGE WILLIAMS. [SEAL.]
JOSEPH PARKER. [SEAL.]

Sealed and delivered in the presence of
R. HYATT.

(Endorsed.)

No. 2,667. 225

Date 13th October, 1828. Pay 13th October, 1829, ship St. Peter, Cumberland D. Williams, $374 90.

Exhibit B, referred to in the foregoing statement.

(B.)

Know all men by these presents, that we, Cumberland D. Williams, George Williams, and Richard Hyatt, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of twelve hundred dollars, to be paid to the said United States, for the payment whereof, be bind ourselves, our executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated this fourteenth day of December, in the fifty-first year of the independence of the United States, and the year of our Lord, one thousand eight hundred and twenty-seven.

Now the condition of the above obligation is such, that if the above bounden Cumberland D. Williams, George Williams, and Richard Hyatt, or either of them, their heirs, executors, or administrators, shall and do, on or before the twelfth day of June, 1829, well and truly pay or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of twelve hundred dollars, or the amount of duties to be ascertained as due and arising on certain goods, wares and merchandise, entered by the above bounden Cumberland D. Williams, as imported in the ship Gulnare, N. Brown, master, from Valparaiso and Coquimbo, as per entry, dated the fourteenth day of December, 1827, then the above obligation to be void, otherwise to remain in full force and virtue.

CUMBD. D. WILLIAMS. [SEAL.]
GEO. WILLIAMS. [SEAL.]
RICHARD HYATT. [SEAL.]

Sealed and delivered in the presence of
EDWD. T. COOK.

(Endorsed.)

3370. 283.

Date 12th Dec. 1827. Pay 12 June 1829. Ship Gulnare. C. D. Williams, $637 70.

Exhibit C, referred to in the foregoiug statement.

(C.)

Know all men by these presents, that we Cumberland D. Williams, George Williams, and Jos. Parker. of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum, of eight hundred dollars, to be paid to the said United States; for the payment whereof, we bind ourselves, our heirs, executors, and administrators jointly and severally, firmly by these presents. Sealed with our seals, and dated this 18th day of Octr. in the 52d year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-eight.

The condition of the above obligation is such, that if the above bounden C. D. Willlams, George Williams, and Jos. Parker, or either of them, their heirs, executors, or administrators, shall and do, on or before the 13th day of August next; well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of eight hundred dollars, or the amount of the duties to be ascertained as due, and arising on certain goods, wares, and merchandise, entered by the above bounden C. D. Williams, as imported in the said Ship St. Peter, N. Howland, master, from Stockholm, as per entry, dated the 18th day of Octr. 1828, then the above obligation to be void, otherwise to remain in full force and virtue.

CUMB'D. D. WILLIAMS. [SEAL.[
GEO. WILLIAMS.]SEAL.]
JOSEPH PARKER. [SEAL]

Sealed and delivered in presence of
R. HYATT.

(Endorsed.)

2666. 225.

Date 13 Octr., 1828. Pay 13th August, 1829, ship St. Peter. Cumberland D. Williams, $374.

Exhibit D, referred to in the foregoing statement.

(D.)

Know all men by these presents, that we, Cumbd. D. Williams, Geo. Williams, and Jos. Parker, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of eight hundred dollars, to be paid to the said United States; for the payment whereof, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents. Sealed with our seals, dated this 18th day Octr., in the fifty-second year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-eight.

The condition of the above obligation is such, That if the above bounden Cumbd. D. Williams, Geo. Williams, and Joseph Parker, or either of them, their heirs, executors, or administrators, shall and do, on or before

the 13th day of June next; well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of eight hundred dollars, or the amount of the duties to be ascertained, as due and arising on certain goods, wares and merchandise, entered by the above bounden Cumberland D. Williams, as imported in the ship St. Peter, N. Howland, master, from Stockholm, as per entry, dated the 18th day of Octr., 1828, then the above obligation to be void, otherwise to remain in full force and virtue.

CUMB'D. D. WILLIAMS. [SEAL.]
GEO. WILLIAMS. [SEAL.]
JOSEPH PARKER. [SEAL.]

Sealed and delivered in presence of
R. HYATT.

(Endorsed.)

2665. 225.

Date 13th Octr., 1828. Pay 13th June, 1829, ship St. Peter, Cumberland D. Williams, $374.

And on the same day the defendants by their solicitors, filed in the said cause the following assent of the creditors of Joseph Parker & Co. in the words and of the tenor following, to wit:

Assent of the creditors of Jos. Parker & Co.

BALTIMORE, 22d May, 1832.

GENTLEMEN:—We have examined particularly into the claim of the sureties on the duty bonds of Mr. Cumberland D. Williams, against the fund of Joseph Parker & Co., and we have come to the positive conclusion that the demand ought, not only in justice, but in law, to be paid. Mr. George Williams, one of the sureties, finds his business much embarrassed by this impending claim; and we see no reason why, on account of a demand which, to us, is so clearly legal and equitable, he should be kept longer in a suspense which is so very prejudicial to his interests, and so harassing to his commercial operations. We are sure that these are considerations which will weigh with you a great deal, to persuade you to authorize an adjustment of the claim in question. We are satisfied that the continuance of the controversy as to this claim, will only serve to make the debt, by increased interest, a heavier charge on the general assets of the creditors. We propose, therefore, that the trustees of Parker & Co., under their insolvent discharge be authorized to pay the amount of the bonds referred to, in principal about $1700. You will understand that the claim in question does not include the moneys received by Mr. Williams from the trust of Hammond and Newman. If you assent to the proposed payment, please do so at foot of this letter.

We are gentlemen, yours truly,
CHARLES F. MAYER.
JOHN GLENN.

Messrs. REZIN B. SIMPSON,
FREDERICK DELAPLANE, and
JAMES ORNDORFF, and others,
creditors of JOSEPH PARKER & Co.

We assent to the payment proposed in the aforegoing letter.

JOHN H. ORNDORFF,
(So far as interests my individual interest.)
WM. W. TAYLOR, Pres't.
For the Commercial and Farmers' Bank of Balto.

E. & T. E. Palmer,
John & Jas. Power,
Jarrett Bull,
Andrew Hall,
Wm. Dawson & Co.
Wm. Reynolds & Co.
Jas. Barrall,
J. Vickers,
Matthews & Hopkins,
John Barney.
Robert Gilmer & Sons.

Afterwards, on the sixth day of January, in the year of our Lord one thousand eight hundred and thirty-four, the said parties, by their solicitor aforesaid, filed in the said cause an agreement and order of court thereon, in the words following, to wit:

Agreement.

THE UNITED STATES, *vs.* JOHN W. OSGOOD, and others. } Circuit Court, U. States, Fourth Circuit, District of Maryland.

In Equity.

It is agreed between the parties in the case by their counsel, that the balance of money paid into the registry of this court by John W. Osgood, and Robert H. Osgood, defendants, after paying costs and clerk's commissions, be paid over to Nathaniel Williams John Glenn, as surviving trustees under the insolvent laws of Maryland, of Cumberland D. Williams and Joseph Parker, to be disbursed by them according to law.

NATH'L WILLIAMS,
Dist. Atty.
EDWARD HINKLEY,
Solicitor for Defendants.
J. GLENN,
For Trustees.

CIRCUIT COURT, UNITED STATES, 4 *Circuit, District of Maryland.*
November term, 1833.

THE UNITED STATES *vs.* JOHN W. OSGOOD, and others. } In Equity.

Order of Court.

Ordered by the court this 6th day of January, 1834, that the balance of money remaining in the registry of this court, which was paid in by certain of the defendants in this case, be paid over to Nathaniel Williams and

John Glenn, surviving trustees of Williams & Parker, after deducting costs and commissions, conformably to the foregoing agreement, the said Williams and Glenn filing a receipt therefor among the papers in this cause.

ELIAS GLENN, *Ds. J.*

Receipt.

Received, Baltimore, 6th Jan'y, 1833, on the above and foregoing agreement and order, one thousand sixty-one dollars and eighteen cents, being the balance of money with interest, deposited, &c., out of which we have paid thirty-one dollars and 57 cents, being costs and commissions in the aforesaid suit.

NATHL. WILLIAMS,
JOHN GLENN.
Trustees, &c.

$1,061	18
31	57
1,029	61

Recd. Clerk's and Marshal's fees as above, $21 57.

For Clerk and Marshal,
THO. SPICER.

Recd. my fee of $10. N. WM'S.

And now here, at this day, to wit, the sixth day of January, in the year of our Lord one thousand eight hundred and thirty-four, the following entry was made in the said cause, by the order of the Solicitor for the complainants, to wit:

"Bill dismissed by order of the Dist. Atty."

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto subscribe my name, and affix the seal of the said circuit court, this twenty-fourth day of November, in the year of our Lord one thousand eight hundred and thirty-six.

[SEAL.]

THO. SPICER,
Clk. Circt. Ct

And the agreement following.

CIRCUIT COURT, U. STATES,
Fourth Circuit, District of Maryland.

THE UNITED STATES
vs.
JOHN W. OSGOOD, and others, } In Equity.

It is agreed between the parties in this case, by their counsel, that the balance of money paid into the registry of this court, by John W. Osgood and Robert H. Osgood, defendants, after paying costs and clerk's commis-

sions be paid over to Nathaniel Williams and John Glenn, as surviving trustees under the insolvent laws of Maryland, of Cumberland D. Williams and Joseph Parker, to be by them disbursed according to law.

NATHL. WILLIAMS,
Dist. Atty.
EDWARD HINKLEY,
Solicitor for Defendants.
J. GLENN,
For Trustees.

After the evidence had been offered, which is stated in the defendant's 1st and 2d exception and this exception, the defendants then by their counsel prayed the court upon said testimony to give to the jury the following instructions and directions:

THE UNITED STATES
vs.
NATHANIEL WILLIAMS,
JOHN GLENN,
} Defendant's prayers.

1st. Prayer.

That if the jury find from the evidence, that Cumberland D. Williams was individually indebted to the plaintiffs, under an assignment from Hammond and Newman, to him the said Williams in trust, to secure the plaintiffs the amount of certain debts due to the plaintiffs by said Hammond, and was also indebted to the plaintiffs on the custom house bonds, given by said Williams, individually, on account of duties due by said Newman; that said Williams, when he became so indebted, was a partner in the firm of Joseph Parker, & Co., consisting of himself, and the said Parker; and that the said Williams being so indebted, the said firm of Parker & Co., stopped payment, and the partners thereof applied for the benefit of the insolvent laws of Maryland, and the defendants were appointed the permanent trustees of said partners under their said application: that then such individual indebtedness of the said Williams to the plaintiffs gives the plaintiffs no claim against the partnership effects of said Parker, & Co., in the hands of the defendants, until the debts due by said partnership are discharged, and then only out of the surplus remaining to said Williams for his proportion of the partnership effects, after said partnership debts are paid.

2d Prayer.

That if the jury find the facts stated in the defendants' first prayer; and also, that after said firm of Parker, & Co., stopped payment, and became wholly unable to pay the debts of the said firm, a receiver was appointed by the order of the high court of Chancery of the State of Maryland upon the application of certain creditors of said firm, who was put in possession of the effects of said partnership; and that during the continuance of said receivership, and after the said firm became so insolvent and unable to pay the debts of the firm, and whilst it remained so insolvent, the said Parker and Williams confessed the judgment to the plaintiffs on the day of offered in evidence by the plaintiffs; and that said judgment was confessed for the individual debt of said Williams to the plaintiffs as stated in the defendants' first prayer, or that any part of the sum for which said

judgment was so confessed of a debt due by said Williams alone to the plaintiffs, and not by the said firm, that then such judgment was in contemplation of law, a fraud upon *upon* the partnership creditors of Parker & Co., and does not entitle the plaintiffs to force payment out of the effects of said firm in the hands of the defendants, or to payment out of the same, until the debts due by said partnership are discharged.

3d Prayer.

That if the jury find from the evidence that the said Williams, being the assignee of said Hammond and Newman, as stated in the defendants first prayer, had in his hands as such assignee the sum of twenty four hundred and ninety-eight dollars and forty-seven cents, applicable to the payment of the debt due to the plaintiffs by said Hammond and Newman; and that said Williams lent and advanced said sum of money so being in his hands to the said firm of Parker & Co. that such loan and advance did not in law constitute the said Parker & Co. the debtors of the plaintiffs, so as to entitle the plaintiffs to recover at law or in this action.

4th Prayer.

That if the jury find that the said Williams gave his individual bond to the plaintiffs for duties due by the said Newman after the assignment of Hammond and Newman, that the debt due to the plaintiffs by such bond, did not constitute any claim against the firm of Parker & Co.; and that even if the jury find that the said Newman, after the said Williams had executed said bond for his accommodation, paid to said Williams the amount of said bond to indemnify him against his said individual responsibility on said bond, and that said Williams after receiving the same, lent or advanced it to the said firm of Parker & Co. that then such payment by Newman, and loan of the same by Williams to said firm of Parker & Co., did not in law make the said firm of Parker & Co.,debtors to the plaintiffs for the said sum so paid by said Newman, and lent by said Williams, so as to entitle the plaintiffs to recover in this action.

5th Prayer.

That if the jury find that the deed of March, 1829, from the said Parker and Williams, to J. W. & R. H. Osgood, which has been offered in evidence by the defendants, was executed by said Parker and Williams, with the privity and consent of the said J. W. & R. H. Osgood, the grantees therein mentioned, and also with the privity and consent of Nathaniel Williams, Esq. then being the district attorney of the United States, for the district of Maryland, and that the debts to the plaintiffs for which this action is brought, are the same debts to the plaintiffs mentioned in said deed, and to secure which in part, said deed was executed, then the plaintiffs are not entitled to recover in this action. And the court refused to grant the defendants said third, fourth, and fifth prayers, or either of them; and the plaintiffs, by their counsel, then prayed the court to grant the following instruction to the jury.

Plaintiff's Prayer.

The plaintiffs pray the court to instruct the jury, that if they find from the evidence, that Cumberland D. Williams, under the deed from Hammond and Newman, received during the year 1829, and up to the month of

March in that year, of the funds of said Hammond and Newman, the money sought to be recovered in this suit, and so having in his hands said funds, placed them in the house of Joseph Parker & Co. (said house consisting of Joseph Parker and Cumberland D. Williams) with the knowledge of said partners, that the funds so placed in their house, was a fund in the hands of Cumberland D. Williams, received under the said deed of Hammond and Newman, and that the said Cumberland D. Williams and Joseph Parker, afterwards, on the 30th day of June, 1829, petitioned for the benefit of the insolvent laws of Maryland, and the defendants in this cause with Stephen Honeywell, were appointed trustees of said Parker and Williams, and are now the survivors of said Honeywell, and as such trustees have in their hands funds more than adequate to pay the plaintiffs claim, that then the plaintiffs are entitled to recover, unless the defendants can shew that said money so received by said Joseph Parker & Co. has been paid to the plaintiffs.

Which said prayer of the plaintiffs the court granted—to which refusal of the court here to grant the defendants 3d, 4th and 5th prayers; and to the refusal of the court to grant each or any of which, the defendants by their counsel prayed leave to except, and to which granting of the said prayer of the plaintiffs by the court, the defendants by their counsel also prayed leave to except, and prayed the court here to sign and seal this their bill of exceptions, which is accordingly done the 24th day of November, 1836.

U. S. HEATH. [SEAL.]

Defendants' 4th Exception.

THE UNITED STATES
vs.
GLENN & WILLIAMS.

In the circuit court of the United States for the district of Maryland.

The plaintiffs further to support the issue, on their part joined, in addition to the evidence offered, under the defendants' first, second, and third bills of exception, in this cause, offered in evidence the following deed from Hammond and Newman. to Thomas Finley and Cumberland D. Williams, bearing date the 21st day of July, 1827.

Deed of trust from Jno. L. Hammond and Geo. H. Newman, to Thomas Finley and C. D. Williams.

This indenture, made this twenty-first day of July, in the year of our Lord one thousand eight hundred and twenty-seven, between John L. Hammond and George H. Newman of the city and county of Baltimore, in the State of Maryland, merchants, copartners, trading under the firm of Hammond and Newman, of the one part, and Cumberland D. Williams and Thomas Finley of the same place, of the other part, witnesseth: that for, and in consideration of, the sum of ten dollars lawful money of the United States, to the parties hereto of the first part, paid by the parties of the second part to these presents, at or before the sealing and delivery hereof, the receipt whereof is hereby acknowledged; and also for divers good causes and other valuable considerations, the parties hereto of the first part there-

unto moving, the said John L. Hammond and George H. Newman have granted, bargained and sold, conveyed, assigned, transferred and set over, and by these presents do grant, bargain and sell, convey, assign, transfer and set over, unto the said Cumberland D. Williams and Thomas Finley, their heirs, executors, and administrators, all and singular the goods, wares, merchandise, chattels, effects, and property of every description specified in the schedule hereto annexed marked A. and subscribed by the parties of the first part hereto; also, all and every the debts, claims, and sums of money due, owing, or payable to the said Hammond and Newman, and also specified in said annexed schedule A. and all the right, title, interest, claim, and demand whatsoever, of the said John L. Hammond and George H. Newman, and each of them in, unto, and out of the same, and all books, vouchers, evidences and writings, whatsoever, touching or concerning the same: to have and to hold all and singular the said goods, wares, merchandise, chattels, effects and property, debts, claims, and sums of money, hereby conveyed and assigned unto the said Cumberland D. Williams and Thomas Finley, their heirs, executors and administrators, to the use of the said Cumberland D. Williams and Thomas Finley, their heirs, executors and administrators, forever, in trust and confidence, nevertheless, and to for and upon the uses and to the ends, interests and purposes hereinafter mentioned, expressed and declared, of and concerning the same. And this indenture further witnesseth, that the said John L. Hammond and George H. Newman have constituted and appointed, and by these presents do constitute and appoint, and in their place and stead put and depute the said Cumberland D. Williams and Thomas Finley, irrevocable of the said John L. Hammond and George H. Newman, and in their names, or otherwise, as the case may require, but to the uses hereinafter expressed, to take into their custody and possession all the goods, wares, merchandise, chattels, effects and property hereby conveyed and transferred, and to collect and receive all the debts, claims and sums of money hereby assigned or mentioned, or meant or intended hereby so to be, and if need be, to use all lawful ways whatsoever for recovering and obtaining all the effects and property, debts and claims aforesaid, and on recovering and receipt of the same, acquittances and discharges in whole or in part, as the case may be, to give, execute and deliver, with faculty to the said attorneys to substitute and appoint one or more attorney or attorneys, substitute or substitutes under them, for all or any of the purposes aforesaid, and such appointment or appointments at pleasure to revoke; and generally to do, perform, manage and transact all and whatsoever may be requisite in the premises as fully in every respect as the said John L. Hammond and George H. Newman could or might do, if the present assignment and power had not been executed; in trust however, that the parties of the second part hereto, or their representatives or representative shall and will, as soon as conveniently may be, sell and dispose of all the goods, chattels, effects and property hereby conveyed and assigned, either at public or private sale, as may be deemed most advisable, and for the best and highest prices that the same will produce. And as to the moneys or proceeds arising as well by the said sales, as by the collection of the debts, claims and sums of money hereby assigned, in trust that the parties of the second part hereto, or their representatives, shall and will pay, apply and dispose of the same, to the uses and purposes, and in the order hereinafter expressed, that is to say, in aid of the fund arising from the property and claims mentioned in the deed of trust from said

Hammond and Newman, to the above named Cumberland D. Williams, and hereinafter referred to, shall in the first place apply so much of the proceeds of the property, debts and claims hereby conveyed and assigned, as may be necessary to the payment and satisfaction of all claims of the United States of America, against the said Hammond and Newman; and secondly, after deducting all necessary charges and expenses attending the execution of this trust, shall pay out of the residue of said proceeds, the several just claims of all the creditors of the said Hammond and Newman, named in the schedule B. hereto annexed, and therein denominated preferred creditors; and thirdly shall and will pay, distribute and divide all the residue of *of* the fund arising from or out of this trust to and amongst all the other creditors of said Hammond and Newman, also named in the schedule B. and therein denominated general creditors, to the full amount of the last description of claims properly anthenticated, if the fund be sufficient for that purpose, or rateably and proportionably, according to the amount of their respective just claims, if the fund be insufficient to discharge the whole, and to, for, or upon no other use, trust, intent or purpose whatsoever. Provided, always, that no payment, dividend or distribution, shall be made to, or amongst, any of the creditors of the said Hammond and Newman, (except the United States) who shall not have signified either in person, or by attorney, their assent to the terms of this deed, and executed to the said Hammond and Newman, a full and final release within the following periods, that is to say, such of the said creditors as reside in the State of Maryland, within thirty days; those residing within the United States, and without the State of Maryland, within ninety days; and those residing out of the United States, within six months from the day of the date hereof; nor shall the proportion or share of any creditor or creditors who shall refuse, neglect or omit to execute such assent and release as aforesaid, be distributed among the assenting creditors, but shall be by the said trustees paid over to the said Hammond and Newman, or to their assigns. And provided, also, that it shall be lawful for the said trustees to constitute and appoint the said George H. Newman their agent, attorney, and substitute for carrying into effect the objects of this trust, and in case such appointment should be made, the said George H. Newman doth hereby covenant with the said Cumberland D. Williams, and Thomas Finley, their heirs, executors and administrators, to use his best endeavors and exertions in and about the sale and disposition of the hereby assigned property, and the collection of the debts and sums of money hereby transferred, and the proceeds to pay over to the said trustees, or the same to dispose of under their control and direction, with a view to a speedy close and final settlement of said concern, and that without any charge or compensation in the nature of commissions or otherwise, therefore save and except the necessary charges and expenses incurred by him in the performance of the duties as such agent. And provided, also, that neither the said trustees, nor their heirs, executors or administrators, shall be held answerable, or in any manner accountable for any moneys or funds arising from this trust, except so far as the same shall be actually received by them, nor for any loss or deterioration that may happen to said trust property. And lastly, it is declared that the present assignment shall in no wise affect or impair the operation of two several deeds, executed by the said Hammond and Newman, on or about the sixteenth day of July instant, the one of them to the within named Cumberland D. Williams, for the benefit of the United States, and the other being an assign-

ment of a mortgage to Augustus Newman and Edward W. Paine, of Boston, constituting the firm of Newman & Paine, named in the said annexed schedule, B.

In witness whereof the said John L. Hammond and George H. Newman, have hereunto subscribed their names and affixed their seals on the day and year first above written.

JNO. L. HAMMOND. [SEAL.]
GEORGE H. NEWMAN. [SEAL.]

Signed, sealed, and delivered in the presence of
JOSEPH J. OGDEN,
SAML. PICKERING.

Received on the day of the date of the foregoing indenture from Cumberland D. Williams, and Thomas Finley, the parties of the second part thereto, the sum of ten dollars, the consideration within mentioned to be paid by them to us.

JNO. L. HAMMOND,
GEO. H. NEWMAN.

Witness,
JOSEPH J. OGDEN.

STATE OF MARYLAND, *City of Baltimore, ss.*

Be it remembered, and it is hereby certified, that on this twenty-first day of July, in the year of our Lord one thousand eight hundred and twenty, before the subscribers, two justices of the peace, of the State of Maryland, in and for the city of Baltimore aforesaid, personally appeared John L. Hammond, and George H. Newman, the parties of the first part to the foregoing indenture or instrument of writing, and do severally acknowledge the same to be their respective act and deed.

In testimony whereof, we hereunto subscribe our names, on the day and year aforesaid.

JOSEPH J. OGDEN,
SAML. PICKERING.

Exhibit A, referred to in the foreging deed.

(A.)

Claims and effects considered good.

Sundry claims in Puerto Rico - - - -	$29,430 88
Jerry O'Batch, of Lubec - - - -	95 29
Henry Hewlett - - - - -	61 26
Hill & Blodget, of Gibraltar - - - -	28 22
Clapp & Cobb, of Portland - - - -	57 94
P. J. Caultean, of Georgia - - - -	128 58
E. Garrand - - - - -	18 00
Edward E. Cook, trustee of Warrenton, Va. - -	763 31
James G. Ringgold - - - - -	60 00
Captain Jos. Gould - - - - -	23 21
William S. Moore - - - - -	145 55

Doctor James Stewart	15 12
William Lowry	17 55
Osgood & Co.	21 88
P. Lawrenson	30 00
James Ramsey	18 00
Wm. C. Russell, of Frederick	38 50
Hobin & Wells	121 35
John Readel	22 50
D. B. Watts	4 25
Merryman & Gettings	23 30
John Pearson, of Newberry Port	6 00
Andrew Dewees & Co.	27 17
Charles Kellogg	155 00
Schooner Mobile & owners	1,462 47
Perry Smith, of Rio Hacha	1,346 09
Claims and property in St. Thomas	1,580 70
Benjamin L. Newman	11,976 59
Isaac W. Lord, of Boston	24 19
Charles Thorndike do.	67 02
George J. Brown	10 00
John & Henry Rose, of Charleston	51 49
Charles H. Goldsborough	549 89
P. Malcomb	159 90
Brig Talent & owners	74 75
Unitarian Chuch stock	100 00
Leonand Pouder	32 78
James Renshaw	34 61
William Hussey	149 50
Jesse Comegys	58 14
R. Mulliken	769 24
John Panye, jr.	75 26
Frederick Hineker	88 24
Jos. Boury	7 50
Gracie & Co., of New York	100 00
Benjamin C. Ross	190 00
Eliphalet Perkins, of Kennebunk	13 75
Upton S. Heath	9 50
George Hoffman	40 00
James J. Atkinson $5,000 guaranteed by R. and J. Archbald	704 26
Messrs. Boer and Mouns, Roterdam, estimated	1,000 00
Claims for return duties in Carthagena	500 00
Amount collected from Government of Colombia, in the hands of Lemmon and Forsyth	5,700 00
Thirteen hogsheads Maryland tobacco on hand	504 78
Shipment per Gulnare, to the Pacific	5,778 49
" " brig Betsey, S. Barts &c.	3,615 20
Wine on hand, estimated	1,200 00
Fustic at Chase's	650 00
Ship Portland (subject to a Bottomry of $10,000)	15,000 00
¼ part brig Ida, with earnings	2,500 00
Frieght of shooner Decature	1,000 00
Salt per Portland	2,000 00

Property in Lisbon, estimated at		$2,000 00
John McCurdy (secured by mortage)		300 00
George H. Newman, furniture		1,000 00
do. pew in St. Paul's Church		200 00
J. L. Hammond, pew and stock in Independent Church		500 00
		$100,744 20

Off-sets.

Nathan M. Chaffie		$8 00
Shipment per Chilian, security for W. E. Mayhew & Co.		2,304 51
G. J. Hopkins and Moore		72 27
John and Jacob Stouffer		1,100 00
Charles A. Jacobs		2,367 16
N. A. Munro		45 60
Jonathan Rogers		385 00
Ebenezer Perkins		620 50
Joseph Harvey		72 50
Nathaniel Pearce		1,810 05
Abijah Fish		375 00
Shipment, logwood to Rotterdam, per Armato		718 24
J. and J. Lloyd's, flour shipment, to Boston	$1,015 67	
Shipment, flour to Boston, per Tilton	2,826 38	
" " Prov. from Savannah	1,300 00	
" " Boston, per Leader and Algerine	1,936 49	
" " " per Enterprise	1,857 85	
		8,936 39
		$119,559 42

Doubtful claims.

R. C. Ludlow, of Boston	$446 91
Jno. M. Marston	290 73
Perkins and Saltonstall, about	800 00
Lemmon and Forsyth, of Laguira	767 79
Judah Lord, Puerto Rico	268 43
Charles Warren, Providence	50 00
R. and W. Gill, lent	250 00
Charles Wirgman	134 31
John H. Poor	50 00
J. S. H. Boies	129 52
Charles O'Neil & Son	116 26
Harwood and Emory	457 40
Henry Cliffe	491 00
Hayne and Croxall	1,817 65
F. F. Franciosi	309 81
Walton Gray	582 10
Shipment to Laguira, never accounted for by Lemmon and Forsyth	1,099 88
John Richards, of Boston	43 40
Stanwood and Wetherby, of Philadelphia	30 00
Samuel P. Busy, in suit	120 00

John Gooding		$79 50
H. McKinstry		364 50
Wm. G. Appleton		1,350 62
James Holmes		27 00
William Read		928 82
Joseph D. Paul		41 67
James Ferguson, jr.		51 09
Jno. Keys, endorsed by James N. Keys		237 02
Wilmer and Palmer		911 19
Prentis and Carter's note	$970 00	
P. and G. Robertson's "	250 00	
Wm. Vanlier's "	300 08	
Wm. Chalmers "	101 07	
N. W. Luke's "	156 65	
E. S. Thomas's "	33 58	
R. Aitkin, endorsed by Wm. Peechin	129 30	
		1,940 68
Schr. Adonis, or L. Listace, in suit		4,052 13
Schr. Douner and owners		30 00
Jno. S. Eichelberger		22 97
Thos. Ross		102 85
Claim on the Gov. of Colombia, supposed to be $10,000, say		5,000 00
Insurance stock, sixteen shares		3,100 00
		$26,495 28

Bad Debts and Losses.

George Hammond, of Boston	$109 95
James Andrews do	59 09
S. Lord & E. Cheney, Charleston	127 44
Samuel Lord do	2,234 82
E. & W. Huffington	45 00
S. & J. Thompson & Co.	21 60
H. W. Gray	15 42
Sundry bad debts &c. charged up to suspense account	6,420 92
James Richardson	5 60
Joseph Watts	11 00
R. Henry	44 92
Duer & Matthews	221 88
Loss by fire in Savannah	2,011 29
Atkinson & Rogers, Puerto Rico	2,839 94
W. Chied, of Boston	108 00
Shipment per Hilerman	732 62
" " brig Abbey	163 60
N. B. Hammond	28 83
Shipment to Rotterdam, No. 14, per Portland	8,144 94
Samuel S. Newman, of New York	7,135 47
Shipment per Optimus, to Gibraltar	1,173 32
" of wood to London	1,500 00
" " to Liverpool per British King	1,803 86
" " to Rotterdam, No. 15, per Portland	2,716 75

Loss on sales, Nicaragua wood		$485 09
Balance, schr. Decatur's account		2,145 22
Shipment per schr. Belle, about		1,000 00
" " " No. 1		2,408 89
Purchase wine, about		600 00
Sales sugar, per Cadmus		736 37
Shipment to Rotterdam, No. 18, per Portland		1,404 70
Sales sugar, per Alisanna		638 76
Shipment to Havanna, per Mexican		250 06
" per Betsey, No. 3		2,361 05
Sales soap, received from Samuel S. Newman		171 93
Wilson & Foster		547 89
Shipment per Decatur to Rio Hacha		649 24
G. Ridgely, jr. note	146 45	
Jno. Barron, jr.	364 08	
H. Wainwright's	21 25	
Thos. Harland's	160 00	
Thos. Yokley's	197 64	
		8,889 42

JNO. L. HAMMOND.
GEO. H. NEWMAN.

Statement of debts due sundries.

Israel Thorndike, of Boston	$4,232 78		
Acceptance, his bill unpaid	7,297 20		
		11,529	98
Bordman & Pope, of Boston		2,205	67
Hall & Williams		600	00
George W. Heard, of Ipswich		117	83
Cornelius Specht, St. Jago de Cuba		1,073	68
Rogers & Kneeland, New York		87	86
Bulvia & Caswall, do about		2,250	00
Samuel P. Conant, do		367	20
Mareon & Low, do		60	00
Benj'n Rich & Sons, Boston	1,312 94		
Acceptance of their dr'ft unpaid	964 25		
		2,277	19
Hammond & Haveland, Boston		103	77
William Godderd, do		1,608	76
E. W. Payne, do		440	00
Newman & Payne do	22,037 55		
Acceptance of their draft unpaid	2,975		
" " " "	2,500		
" " " "	1,800	7,275	
		29,312	55
Mary Buchanan		2,178	33
Pickering Dodge, of Salem		113	02
Elijah Loring, Boston		3,973	14
Wm. Ashley, of Newburyport		200	00
John Wells, jr. do		211	76
Stephen Whitney, New York		800	00

J. F. Hoffman & Sons, Rotterdam, about,			$2,479 83
J. Varnum, of Castine, about			75 00
A. Fisk & Co. New Orleans			268 57
Hall, Shapter & Tupper, Savannah, about			600 00
D. Crocker & Co. Charleston			76 93
Arirta Morland, Havanna			154 94
Samuel Ewing, Perryville, Ky.			588 83
John McKim jr. & Sons			37 62
Leef & Goodwin, about			180 00
Ephraim Gardner			82 12
Balto. Chem. Mg. Co.			27 50
L. & J. Barney			19 92
Buck & Hedrick			100 50
Hardesty & Hooper			116 50
Joshua Ward			197 01
Capt. R. Hutchenson			231 90
Thorndike Chase			1,255 57
James C. Sillman			114 09
John R. G. Andrews			75 19
Joseph Parker & Co.			1,129 68
Wm. E. Mayhew & Co.			4,279 51
Patapsco Insurance Co.			821 38
R. M. Johns			662 75
Wm. Childs for store rent			150 00
Harrison Sterrett			1,500 00
Custom House bonds			19,109 59
Acceptance of B. L. Newman's draft for W. Lorman & Son			1,191 80
Note to Baltimore Insurance Company	$326 25		
" do	362 50		
			688 75
" James Neale	683 17		
" do	674 83		
" do	574 84		
" do	711 65		
			2,644 49
" Gerard J. Hopkins & More	483 44		
do	1,295 52		
			1,778 96
" Jonathan Rogers	241 63		
do	510 75		
do	385 00		
			1,137 38
John Patterson			393 00
Keller & Forman			1,050 00
Note to Andrew Hall	410 97		
do	333 84		
			744 81
Isaac Reynolds			474 60
" Nathaniel Pearce	668 41		
do	1,373 19		
do	1,373 19		
Geo. C. Morton	510 33		
			3,925 12

Note to Isaiah Mankin	$500 00	
do	600 00	
do	700 00	
do	600 00	
do	500 00	
do	500 00	
do	600 00	
		4,000 00
Thomas Furgeson	891 27	
" do	649 85	
		1,541 12
" Nathan Manro	345 00	
do	575 50	
do	871 40	
do	628 60	
do	451 73	
do	632 15	
		3,504 38
Henry Payon & Co.		215 05
Henry Mankin		108 53
John & Jacob Stouffer	2,200 00	
do	1,500 00	
		3,700 00
John Boggs & Co.		1,523 50
John H. Orndorff		1,821 85
Harrison & Sterett		132 27
R. H. Douglass		250 00
James & Thos. Lloyd		1,015 67
Acceptance of Lincoln & Green's draft, N. Orleans	615 04	
do do	1,000 00	
do do	500 00	
do do	1,000 00	
do do	693 03	
do do	500 00	
		4,358 07
Note of Swormstead & Co.		500 00
Acceptance of C. A. Jacob's bill, of N. Orleans	3,100 00	
do do	1,550 00	
		4,650 00
do Sam'l Hammond's bill, of Boston	1,784 93	
do	2,200 00	
		3,984 93
Note to Galway & Brown		500 00
Acceptance, Abijah Fish draft, Havanna	932 12	
do do	800 00	
do do	200 00	
		1,932 12
Note to Eben. Perkins		620 50
" George Williams		465 00
" Thomas Finley	904 50	
" do	904 50	
		1,809 00

Note to Wm. Jessup & Son			$475 00
Acceptance Davidson & Co's. dft. Ponce, P. R.			613 00
Note to Wilmer & Palmer	1326 51		
Do. " "	911 19		
		$2237 70	
Thomas Percival		162 50	
Nathan Tyson		528 51	
Thomas Whittredge		211 30	
N. M. Chafee		694 21	
House, Woollen & Co.		351 92	
William S. Moore		761 00	
Wm. Krebs		267 00	
Charles Hoffman		1101 10	
		$151,902 64	
Charles Hammond, Boston, for Schumacha and Robb's notes disctd	$1356 52		
George Williams do-	678 51		
Notes of Thos. and James Fergeson, negotiated by us,	5567 02		
Wilmer & Palmer	455 59		
		$8,057 64	
		$159,960 28	

B. continued.—Preferred creditors.

Schedule of bonds, borrowed money and notes discounted for our express accommodation, which we feel bound to secure, and which are included in the foregoing schedule.

Amount of custom house bonds			19,159 59
Half our note to J. & J. Stouffer for $2200			1,100 00
Our note to Nathan A. Manro	451 73		
Do " " "	628 60		
Do " " "	871 40		
		1951 73	
James Neale	683 17		
Do "	674 83		
Do "	711 65		
		2069 65	
Joseph Parker & Co's. note borrowed		1129 68	
George Williams		678 51	
Cash borrowed of Mary Buchanan		2178 33	
Harrison & Sterett		1500 00	
Wm. E. Mayhew's note given us after our difficulties, on a pledge of property not ours		1975 00	
Drafts drawn on Newman & Payne for our express use without any reciprocity		20,000 00	
T. Fergeson's note for our accommodation		891 28	
Wilmer & Palmer's do		455 59	

JOHN L. HAMMOND,
GEO. H. NEWMAN.

Received to be recorded the 23d day of July 1827, at eleven o'clock A. M. Same day recorded and examined.

Per WM. GIBSON, Clerk.

In testimony that the aforegoing is a true copy taken from liber W G, No. 37, folio 235, &c. one of the land records of Baltimore county court. I have hereunto set my hand, affixed the seal of my office, this [SEAL.] this twenty-sixth day of November, eighteen hundred and thirty-two.

ARAD ISRAEL.
Clerk Baltimore county court.

Whereupon the defendants offered in evidence the following bonds marked 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, the execution of which by the parties thereto was admitted.

(No. 1.)

Bond No. 1, referred to.

Know all men by these presents, that we Jno. L. Hammond, Richard Saltonstall, and Henry W. Raburg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of three hundred dollars, to be paid to the said United States, for the payment whereof we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this eighteenth day of November in the fifty-first year of the independence of the United States, and the year of our Lord, one thousand eight hundred and twenty-six. The condition of the above obligation is such, that if the above bounden Jno. L. Hammond, Richard Saltonstall, and Henry W. Raburg, or either of them, their heirs, executors or administrators, shall and do, on or before the second day of November next, well and truly pay or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of one hundred and fifty dollars, or the amount of the duties to be ascertained as due and arising on certain goods, wares, and merchandise, entered by the above bounden Jno. L. Hammond, as imported in the schooner Kingston, C. Wadsworth, master, from Malaga, as per entry dated the eighteenth day of November, 1836, then the above obligation to be void, otherwise to remain in full force and virtue.

JNO. L. HAMMOND. [SEAL.]
RICH. SALTONSTALL. [SEAL.]
HENRY W. RABURG. [SEAL.]

Sealed and delivered in presence of—
A. FISHER.

(Endorsed.)

2829. 296.

Date, 18 Nov. 1826. Pay 2d Nov. 1827, schr Kingston.

JNO. L. HAMMOND, $106 20.

(No. 2.)

Bond No. 2, referred to

Know all men by these presents, that we Jno. L. Hammond, for Haven & Smith, John L. Hammond and Henry W. Raburg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of Ameri-

ca, in the sum of four hundred and fifty dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors and administrators jointly and severally, firmly by these presents, sealed with our seals, dated this seventh day of October in the fifty-first year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-six.

The condition of the above obligation is such, that if the above bounden Jno. L. Hammond, for Haven & Smith, John L. Hammond and H. W. Raburg, or either of them, their heirs, executors or administrators, shall and do, on or before the sixth day of October next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of two hundred and twenty-five dollars, or the amount of the duties to be ascertained as due, and arising on certain goods, wares and merchandise, entered by the above bounden Jno. L. Hammond, for Haven & Smith, as imported in the ship Plato, R. S. Wood master, from Rotterdam, as per entry, dated the seventh day of October, 1826, then the above obligation to be void, otherwise to remain in full force and virtue.

HAVEN & SMITH,
Per JNO. L. HAMMOND. [SEAL.]
JNO. L. HAMMOND. [SEAL.]
HENRY W. RABURG. [SEAL.]

Sealed and delivered in presence of
A. FISHER.

(Endorsed.)

2451. 266.

Date, 6 Oct. 1826. Pay 6 Oct. 1827, ship Plato.
JNO. L. HAMMOND, $205 42.

(No. 3.)

Bond No, 3, referred to.

Know all men by these presents, that we, Jno. L. Hammond, Eben'r. Perkins, and Henry W. Raburg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of one hundred and forty dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this nineteenth day of October, in the fifty-first year of the independence of the United States, and in the year of our Lord one thousand eight hundred and twenty-six.

The condition of the above obligation is such, that if the above bounden Jno. L. Hammond, Eben'r. Perkins, and Henry W. Raburg, or either of them, their heirs, executors, or administrators, shall and do, on or before the twelfth day of October, 1828, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being the sum of seventy dollars, or the amount of the duties to be ascertained as due and arising on certain goods, wares, and merchandise, entered by the above bounden Jno. L. Hammond, as imported in the brig Earl, Stetson master, from Rio de Janeiro, as per entry dated the

nineteenth day of October, 1826, then the above obligation to be void, otherwise to remain in full force and virtue.

JNO. L. HAMMOND. [SEAL.]
EBEN'R. PERKINS. [SEAL.]
HENRY W. RABORG. [SEAL.]

Sealed and delivered in presence of
A. FISHER.

(Endorsed.)

2483. 270.

Date 12 Octr. 1826. Pay 12 April, 1828, brig Earl.
JNO. L. HAMMOND, $69 10.

Bond No. 4, referred to.

(No. 4.)

Know all men by these presents, that we, Jno. L. Hammond, Nathan A. Manro, and Henry W. Raborg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of four hundred dollars, to be paid to the said United States, for the payment whereof, be bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this fourteenth day of Feby., in the fifty-first year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-seven.

The condition of the above obligation is such, that if the above bounden Jno. L. Hammond, Nathan A. Manro, and Henry W. Raborg, or either of them, their heirs, executors, or administrators, shall and do, on or before the thirteenth day of Nov. next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of two hundred dollars, or the amount of the duties to be ascertained as due, and arising on certain goods, wares, and merchandise, entered by the above bounden Jno. L. Hammond, as imported in the brig Levant, Packard master, from Havana, as per entry, dated the fourteenth day of Feby., 1827, then the above obligation to be void, otherwise to remain in full force and virtue.

JNO. L. HAMMOND. [SEAL.]
NATHAN A. MANRO. [SEAL.]
HENRY W. RABORG. [SEAL.]

Sealed and delivered in the presence of
A. FISHER.

(Endorsed.)

158. 26.

Date 13 Feby. 1827. Pay 13 Nov., 1827. brig Levant.
JNO. L. HAMMOND, $184 75.

Bond No. 5, referred to.

(No. 5.)

Know all men by these presents, that we, Hammond and Newman, by Jno. L. Hammond, Hayne and Croxall, and H. W. Raborg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of four thousand two hundred dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this second day of April, in the 51st year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-seven.

The condition of the above obligation is such, that if the above bounden Hammond and Newman, Hayne and Croxall, and Henry W. Raborg, or either of them, their heirs, executors, or administrators, shall and do, on or before the second day of October next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of two thousand one hundred dollars, or the amount of the duties to be ascertained as due, and arising on certain goods, wares, and merchandise, entered by the above bounden Hammond and Newman, as imported in the brig Richmond Packet, Emory master, from Ponce, as per entry, dated the 2d day of April, 1827, then the above obligation to be void, otherwise to remain in full force and virtue.

JNO. L. HAMMOND. [SEAL.]
HAYNE & CROXALL. [SEAL.]
HY. W. RABORG. [SEAL.]

Sealed and delivered in presence of
EDWARD T. COOKE.

(Endorsed.)

522. 49.

Date 2d April, 1827. Pay 2d Octr. 1827. Brig Richmond Packet.
JNO. L. HAMMOND, $2,168.

Bond No. 6, referred to.

(No. 6.)

Know all men by these presents, that we, Hammond and Newman, by Jno. L. Hammond, Hayne and Croxall, and H. W. Raborg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of four thousand two hundred dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors, and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this second day of April, in the 51st year of the independence of the United States, and in the year of our Lord one thousand eight hundred and twenty-seven.

The condition of the above obligation is such, that if the above bounden Hammond and Newman, Hayne and Croxall, and Henry W. Raborg, or either of them, their heirs, executors, or administrators, shall and do, on or

before the second day of January next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of two thousand one hundred dollars, or the amount of the duties to be ascertained as due, and arising on certain goods, wares, and merchandise, entered by the above bounden Hammond and Newman, as imported in the brig Richmond Packet, Emery, master, from Ponce, as per entry, dated the 2d day of April, 1827, then the above obligation to be void, otherwise to remain in full force and virtue.

JNO. L. HAMMOND. [SEAL.]
HAYNE & CROXALL. [SEAL.]
HY. W. RABORG. [SEAL.]

Sealed and delivered in presence of
EDWBRD T. COOKE.

(Endorsed.)

523. 49.

Date, 2d April 1827. Pay 2d Jany. 1828. Brig Richmond Packet.
JNO. L. HAMMOND, $2,169 30.

(No. 7.)

Bond No. 7, referred to.

Know all men by these presents, that we, Hammond and Newman, by Jno. L. Hammond, E. J. Coale, and E. T. Cooke, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of five hundred dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors, administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this twenty-third day of May, in the 51st year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-seven.

The condition of the above obligation is such, that if the above bounden Hammond and Newman, E. J. Coale, and E. T. Cook, or either of them, their heirs, executors, or administrators, shall and do on or before the twenty-third day of November next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of or the amount of the duties to be ascertained as due, and arising on certain goods, wares, and merchandise, entered by the above bounden Hammond and Newman, as imported in the brig George, Jos. Barkley master, from Havana, as per entry, dated the 23d day of May, 1827, then the abave obligation to be void, otherwise to remain in full force and virtue.

JNO. L. HAMMOND. [SEAL.]
E. J. COALE. [SEAL.]
EDWARD T. COOKE. [SEAL.]

Sealed and delivered in presence of
GEO. H. NEWMAN.

(Endorsed.)

1135. 85.

Date 23d May 1827. Pay 23d Nov. 1827, brig George.
JNO. M. HAMMOND, $559.

(No. 8.)

Bond No. 8, referred to.

Know all men by these presents, that we, George H. Newman, Ebenr. Perkins and Henry W. Raborg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of three thousand dollars, to be paid to the said United States; for the payment whereof, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this tenth day of November, in the fifty-first year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty-six. The condition of the above obligation is such, that if the above bounden George H. Newman, Ebenr. Perkins and Henry W. Raborg, or either of them, their heirs, executors or administrators, shall and do, on or before the second day of November next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of fifteen hundred dollars, or the amount of the duties to be ascertained as due and arising on certain goods, wares and merchandise, entered by the above bounden George H. Newman, as imported in the schooner Kingston, C. Wadsworth, master, from Malaga, as per entry, dated the tenth day of November, 1826, then the above obligation to be void, otherwise to remain in full force and virtue.

GEO. H. NEWMAN. [SEAL.]
EBENR. PERKINS. [SEAL.]
HENRY W. RABORG. [SEAL.]

Sealed and delivered in presence of
A. FISHER.

(Endorsed.)

2814. 296. Date 10 Nov. 1826. Pay 2d Nov. 1827, schr. Kingston
GEORGE H. NEWMAN, $1407 75.

Bond No. 9, referred to.

No. 9.

Know all men by these presents, that we, George H. Newman, Ebenr. Perkins and Henry W. Raborg, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of two thousand dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this second day of Nov., in the fifty-first year of the Independence of the United States, and the year of our Lord one thousand eight hundred and twenty-six. The condition of the above obligation is such, that if the above bounden George H. Newman, Ebenr. Perkins, and Henry W. Raborg, or either of them, their heirs, Executors or administrators, shall and do, on or before the second day of November next; well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of one thousand dollars, or the amount of the duties to be ascertained as due and arising on certain goods, wares and merchandise, entered by the above bounden Geo. H. Newman, as imported in the schooner Kingston, C. Wadsworth master, from Malaga, as per entry

dated the second day of November, 1826, then the above obligation to be void, otherwise to remain in full force and virtue.

GEO. H. NEWMAN. [SEAL.]
EBENR. PERKINS. [SEAL.]
HENRY W. RABORG [SEAL.]

Sealed and delivered in presence of
A. FISHER.

(Endorsed.)

2792. 296. Date 2d Nov., 1826. Pay 2d Nov., 1827, schr. Kingston. GEO. H. NEWMAN, $981 94.

Bond No. 10, referred to.

(No. 10.)

Know all men by these presents, that we, Jno. L. Hammond, Ebenr. Perkins, and G. H. Newman, of the city of Baltimore, merchants, are held and firmly bound unto the United States of America, in the sum of one thousand dollars, to be paid to the said United States, for the payment whereof, we bind ourselves, our heirs, executors and administrators, jointly and severally, firmly by these presents, sealed with our seals, dated this thirteenth day of November, in the fifty-first year of the independence of the United States, and the year of our Lord one thousand eight hundred and twenty six. The condition of the above obligation is such, that if the above bounden Jno. L. Hammond, Ebenr. Perkins, and G. H. Newman, or either of them, their heirs, executors or administrations, shall and do, on or before the second day of Nov. next, well and truly pay, or cause to be paid unto the collector of customs for the district of Baltimore, for the time being, the sum of five hundred dollars, or the amount of the duties to be ascertained as due and arising on certain goods, wares and merchandise, entered by the above bounden Jno. L. Hammond, as imported in the schooner Kingston, C. Wadsworth master, from Malaga, as per entry, dated the thirteenth day of November, 1826, then the above obligation to be void, otherwise to remain in full force and virtue.

Sealed and delivered in presence of
ALEX. FISHER.

JNO. L. HAMMOND. [SEAL.]
EBENR. PERKINS. [SEAL.]
GEO. H. NEWMAN. [SEAL.]

(Endorsed.)

2816. 296. Date 13 Nov., 1826. Pay 2d Nov. 1827, schr. Kingston. JNO L. HAMMOND, $460 20.

And the plaintiffs then proved that the duties intended thereby to be secured, accrued upon goods imported and entered in the custom house by Hammond and Newman, and that no other or different bonds were ever executed or given by said Hammond and Newman, to secure said duties, or any part thereof. Upon all the evidence contained in the defendant's 1st, 2d, 3d, and this their 4th bill of exceptions, the defendants, by their counsel, prayed the court here to grant the following instructions and directions to the jury.

THE UNITED STATES *vs.* NATHANIEL WILLIAMS, JOHN GLENN. } Defendant's prayer.

8th Prayer.

That if the jnry find from the evidence, that John L. Hammond, and George H. Newman, were trading as partners in the city of Baltimore, under the name and firm of Hammond & Newman, and that whilst so trading, they, the said partners, as such firm, were the importers of goods, and so became indebted to the plaintiffs for the duties on the said goods, and that the said firm being so indebted for said duties, John L. Hammond, one of the partners of said firm, executed to the plaintiffs, the following bonds with the sureties as required by the act of Congress.

[The bonds hereinbefore inserted in this exception.]

That the said bonds, by Hammond and his sureties for said duties, did not bind the said firm of Hammond & Newman, and that the said bonds so given to the plaintiffs by said Hammond, and his sureties, extinguished the debt due by the said firm for the amount of the duties for which the said bonds were so given and accepted.

9th Prayer.

That if the jury find the facts stated in the next preceding, the defendants eighth prayer, and also that the plaintiffs instituted their action upon said bonds of John L. Hammond and his sureties in the district court of the United States, for the Maryland district, and recovering thereon the following judgments against the said John L. Hammond and his sureties.

THE UNITED STATES OF AMERICA,
District of Maryland, to wit:

THE UNITED STATES, *vs.* JOHN L. HAMMOND, RICHARD SALSONSTALL, H. W. RABORG.

Dt. $300. (Saltonstall non est,) December 5th, 1827 judgment for the penalty and costs. To be released on payment of $106 20, with interest from 2d November, 1827, and costs.

SAME *vs.* JNO. L. HAMMOND, HENRY W. RABORG.

Dt. $450. December 5th, 1827, judgment for the penalty and costs. To be released on payment of $205 42, with interest from 6 October, 1827, and costs.

SAME *vs.* SAME.

Dt. $140. June 9th, 1828, judgment for the penalty and costs. To be released on payment of $69 10, with interest from 12 April, 1828, and costs.

SAME *vs* JNO. L. HAMMOND, NATHAN A. MANRO & HENRY W. RABORG.

Dt. $400. December 5th, 1827, judgment for the penalty and costs. To be released on payment of $184 75, with interest from 13th November, 1827, and costs.

SAME *vs.* JNO. L. HAMMOND, GEORGE HAYNE, RICH'D. CROXALL, & HY. W. RABORG.

Dt. $4,200. December 5th, 1827, judgment for the penalty & costs. To be released on payment of $21 68, with interest from 2d October, 1827, and costs.

SAME *vs.* SAME.

Dt. $4,200. March 10th, 1828, judgment for the penalty & costs. To be released on payment of $2169 30, with interest from 2d January, 1828, and costs.

SAME *vs.* JNO. L. HAMMOND, EDWARD J. COALE, and DDW'D T. COOKE.

Dt. $500. December 5th, 1827, judgment for the penalty and costs. To be released on payment of $559, with interest from 23 November, 1827, and costs, Jany. 4th, 1833, credit $199 25.

SAME *vs.* JNO. L. HAMMOND, EBENR. PERKINS, GEO. H. NEWMAN.

Dt. $1,000. 5 December, 1827, judgment for the penalty and costs. To be released on payment of $460 20, with interest from 2d Nov. 1827, and costs.

That then the judgments of the plaintiffs was an extinguishment of the debt originally due by the said firm of Hammond & Newman, and for which the bonds were given by the said John L. Hammond and his sureties.

10th Prayer.

That if the jury find from the facts stated in the defendants' 8th and 9th prayers, then even if the jury find from the evidence that Cumberland D. Williams as trustee of Hammond and Newman, under the deed of trust offered in evidence by the plaintiffs, received as such trustee, assets of the partnership effects of said Hammond and Newman, sufficient to pay the amount of the duties for which the said bonds were given, which are mentioned in the defendants 8th prayer, and for which judgments were obtained on said bonds. And if the jury also find that the said Williams carried said partnership effects so received by him as said trustee into the funds of the partnership of the said Joseph Parker & Co., and mixed them up with said funds; and, also, that the defendants as trustees of said Parker and Williams, have in their hands partnership effects of the said Parker & Co. sufficient to pay the amount of the duties for which said bonds were so as aforesaid given, still the plaintiffs are not entitled to recover against the defendants the amount of the duties for which said bonds were so as aforesaid, and said judgments were so as aforesaid obtained.

But the court here refused to grant the said instructions or directions, or either of them, to which refusal of the court to grant the same, or to grant either or any of them, the defendants, by their counsel, prayed leave to except, and prayed the court here to sign and seal this their bill of exceptions, which is accordingly done, this 24th day of Novem ber, 1836.

U. S. HEATH. [SEAL.]

THE UNITED STATES
vs.
NATHANIEL WILLIAMS, JOHN GLENN. } In the Circuit Court of the United States for Maryland District.

Defendants' 5th Exception.

In this case after all the testimony had been offered, which is contained in the aforegoing bills of exceptions of the plaintiffs and defendants the defendants, then proposed to offer in evidence to the jury the following paper, purporting to be a release by Louis McLane, Secretary of the Treasury of the United States to George H. Newman.

Release of George H. Newman.

To all to whom these presents shall come, I, Louis McLane, Secretary of the Treasury of the United States, send greeting:

Whereas George H. Newman, of the city of Baltimore, in the district of Maryland, has preferred his petition to the Secretary of the Treasury of the United States, to be released from certain debts due by him to the United States, on the first day of January, 1831, and a report in writing of the circumstances of his case having been transmitted to the said Secretary by the Commissioners of Insolvency for said district, pursuant to the provisions of the statute of the United States, passed 2d March, 1831, entitled "An act for the relief of certain insolvent debtors of the United States."

And whereas, I, the said Secretary of the Treasury, having maturely considered the said petition and report, and it being proved to my satisfaction that the said George H. Newman was an insolvent debtor on the first day of January last, that he is unable to pay the said debts which he owes to the United States; that he hath done no act fraudulently to deprive the United States of their legal priority; that he has not been guilty of any fraud, or made any conveyances of his estate, real or personal, in trust for himself, or with an intent to defraud the United States, or whereby to expect any benefit or advantage to himself or family.

Now, therefore, know ye, that I, the said Secretary of the Treasury, in consideration of the premises, and by virtue of the power and authority vested in me, by the aforesaid statute, do hereby decide to release the said George H. Newman from the said debts, upon condition that the said George H. Newman shall assign and convey to the use of the United States, by instrument to be approved by the attorney of the United States for the district of Maryland, all that lot or parcel of ground, situate in Schroeder street, in the city of Baltimore, and referred to in his petition; and also, that he produce to the said district attorney, to be approved by him, such documents or instruments as may be necessary to preserve not only the personal liability of his co-obligors, but also any lien which the United States may have acquired. The condition to preserve the personal liability of his co-obligors is not to extend to the bonds on which George H. Newman is the principal.

[SEAL.] Given under my hand and seal of office, in the city of Washington, this seventeenth day of November, one thousand eight hundred and thirty-one, and fifty-sixth year of the independence of the United States.

LOUIS McLANE, Secretary of the Treasury

I do hereby certify that Mr. George H. Newmau has this day complied with the conditions prescribed in the within release.

NATHANIEL WILLIAMS,
Baltimore, 5th January, 1832. Dist. Att'y, U. S. D. Md.

It being admitted that the said Louis McLane was then the Secretary of the Treasury of the United States, and that the signature of Louis McLane, Secretary of the Treasury, is in the proper handwriting of the said McLane, and that the seal attached thereto was then the seal of his said office; and also, that the said George H. Newman mentioned in said release, is the same person who was the partner of the said John L. Hammond, in the firm of Hammond and Newman, and as such, one of the grantors in the deed of trust from said Hammond and Newman to the plaintiffs, dated , which has been offered in evidence. But the court were of opinion, that the said paper was not admissible, and accordingly refused to admit the said paper in evidence to the jury, to which opinion of the court, the defendants by their counsel prayed leave to except, and prayed the court here to sign and seal this their bill of exceptions, which is accordingly done this 24th day of November, 1836.

U. S. HEATH. [SEAL.]

THE UNITED STATES
vs.
NATHANIEL WILLIAMS, JOHN GLENN. } Defendants' 7th Prayer.

Defendants' 7th Prayer.

That if the jury find the facts stated in the defendants fifth prayer; and, also, that after the deed to the Osgoods therein mentioned was executed, the said Parker and Williams applied for the benefit of the insolvent laws of Maryland, and these defendants, after and under said application, were appointed the permanent trustees of said Parker and Williams under the said insolvent laws; that after these defendants were so appointed trustees of Parker and Williams, a bill in equity was filed in this court as a court of equity by the plaintiffs against said Osgoods, as trustees as aforesaid, and also against these defendants, as trustees as aforesaid, by which bill the plaintiffs claimed a priority in payment of the debt alleged to be due to them by Parker and Williams against said Osgoods, and as against these defendants claiming to hold the assets of Parker and Williams in their hands free from such priority. That the debt for which the plaintiffs so claimed a priority by their said bill in equity against these defendants, was the same debt for which a recovery against these defendants is sought in this action, and for which alone this action is brought; that on the 6th day of January, 1834, the said bill in equity of the plaintiffs still pending against these defendants and said Osgoods, and these defendants still denying the said claim of the plaintiffs to their priority for said debt; the following agreement was executed on behalf of the plaintiffs by their attorney in said suit, Nathaniel Williams, Esq., the district attorney for the United States for the Maryland district, and also by the said Osgoods, and by these defendants.

THE UNITED STATES vs. JOHN W. OSGOOD and others. } Circuit Court United States, fourth circuit, District of Maryland.

(In Equity.)

It is agreed between the parties in this case by their counsel, that the balance of money paid into the registry of this court by John W. Osgood and Robert H. Osgood, defendants, after paying costs and clerk's commissions, be paid over to Nathaniel Williams and John Glenn, as surviving trustees under the insolvent laws of Maryland, of Cumberland D. Williams and Joseph Parker, to be by them disbursed according to law.

NATHANIEL WILLIAMS, Dist. Att'y.
EDWARD HINKLEY,
Solicitor for Defendants.
J. GLENN, for Trustees.

Filed 6th January, 1834.

THE UNITED STATES vs. JOHN W. OSGOOD and others. } Circuit Court United States, fourth circuit, District of Maryland. November Term, 1833.

(In Equity.)

Ordered by the court, this 6th day of January, 1834, that the balance of money remaining in the registry of this court, which was paid in by certain of defendants in this case, be paid over to Nathaniel Williams and John Glenn, surviving trustees of Williams and Parker, after deducting costs and commissions conformably to the foregoing agreement, the said Williams and Glenn filing a receipt therefor among the papers in this cause.

ELIAS GLENN, D. J.

Received, Baltimore, 6th January, 1833, on the above and foregoing agreement and order, one thousand sixty-one dollars and eighteen cents, being the balance of money with interest, deposited, &c., out of which we have paid ninety-one dollars and fifty-seven cents, being costs and commissions in the aforesaid suit.

NATHANIEL WILLIAMS, JOHN GLENN. } Trustees, &c.

$1061 18
31 57
$1029 61

Received clerk's and marshal's fees as above, $21 57, for marshal and clerk.

THO. SPICER.

Received my fee of $10.
6th January, 1834.

N. WMS.

And, also, that upon and under said agreement of 6th January, 1834. the said Osgoods surrendered to these defendants all the assets of Parker & Wil-

liams, in their hands, a trustees as aforesaid ; and that thereupon, on same day, the plaintiffs dismissed their bill in equity ; then the plaintiffs are not entitled to recover.

Which prayer the court refused to grant. To which refusal the defendants, by their counsel, prayed leave to except, and prayed the court here to sign and seal this their bill of exception, which is accordingly done this 24th day of November, 1836.

U. S. HEATH. [SEAL.]

Afterwards, to wit, on the twenty-fourth day of November, in the year of our Lord one thousand eight hundred and thirty-six, the aforesaid Nathaniel Williams and John Glenn, by their attorneys aforesaid, produced to the said circuit court here, the writ of the United States of America for the correcting of errors of and upon the premises, commanding the record and proceedings of the judgment aforesaid, so as aforesaid rendered, with all things concerning the same, to be transmitted to the supreme court of the United States, to be held at the city of Washington on the second Monday in January next ; which said writ of error is in the words and of the tenor following, to wit :

Writ of Error.

UNITED STATES OF AMERICA :

The President of the United States,

To the judges of the circuit court of the United States for the district of Maryland, greeting :

[SEAL.] Because in the record and proceedings, as also in the rendition of the judgment of a plea which is in the circuit court before you, or some of you, between the United States of America, plaintiffs, and Nathaniel Williams and John Glenn, defendants, a manifest error hath happened, to the great damage of the said Nathaniel Williams and John Glenn, as by their complaint appears. We, being willing that error, if any hath been, should be duly corrected, and full and speedy justice done to the parties aforesaid, in this behalf, do command you, if judgment be therein given, that, then under your seal, distinctly and openly, you send the record and proceedings aforesaid, with all things concerning the same, to the supreme court of the United States, together with this writ, so that you have the same at Washington on the second Monday in January next, in the said supreme court, to be then and there held ; that the record and proceedings aforesaid being inspected, the said supreme court may cause further to be done therein to correct that error, what of right, and according to the laws and customs of the United States, should be done.

Witness the honorable Roger B. Taney, chief justice of our supreme court, the first Monday in August, in the year of our Lord one thousand eight hundred and thirty-six.

Issued 24th day of November, 1836.

THOS. SPICER, Clerk.

In pursuance whereof, and according to the form and effect of the act of congress in such case made and provided, a transcript of the record and pro-

ceedings of the judgment aforesaid, so as aforesaid rendered, with all things relating to the same, together with the said writ of error, are hereby transmitted to the said supreme court of the United States accordingly.

Writ of Error—Bond.

Know all men by these presents, that we, Nathaniel Williams, John Glenn, and William H. Gatchell, of the city of Baltimore, are held and firmly bound unto the United States of America in the just and full sum of seven thousand dollars, current money of the United States, to be paid to the said United States, or their certain attorney or assigns; to which payment, well and truly to be made and done, we bind ourselves and each of us, our, and each of our heirs, executors, administrators and assigns, jointly and severally, firmly by these presents; sealed with our seals, and dated this seventh day of January, in the year of our lord, one thousand eight hundred and thirty-seven.

Whereas, at a circuit court of the United States for the fourth circuit, in and for the Maryland district, begun and held at the city of Baltimore, on the first Monday of November, in the year of our Lord one thousand eight hundred and thirty-six, the said United States of America, by the judgment of the same court, recovered against the said Nathaniel Williams and John Glenn, the sum of three thousand six hundred and twenty-five dollars damages, and costs of suit in that behalf laid out and expended. And whereas, the said Nathaniel Williams and John Glenn have sued out the writ of the United States of America for the correcting of errors, and a citation directed to the said United States of America, citing and admonishing them to be and appear at a supreme court to be held at the city of Washington on the second Monday of January then next.

Now, the condition of the above obligation is such, that if the said Nathaniel Williams and John Glenn shall well and truly prosecute with effect their said writ of error, and pay to the said United States of America the said sum of three thousand six hundred and twenty-five dollars, together with all interest, costs and damages which may be awarded by the said supreme court in case they shall fail to make their plea good, then the above obligation to be void, otherwise to be and remain in full force and virtue.

NATHANIEL WILLIAMS. [SEAL.]
JOHN GLENN. [SEAL.]
WM. H. GATCHELL. [SEAL.]

Signed, sealed, and delivered in presence of
CHS. R. BARNEY, by
N. WILLIAMS.
THO. SPICER, as to the signatures of John Glenn and Wm. H. Gatchell.

Citation.

TO THE UNITED STATES OF AMERICA, *greeting*:

You are hereby cited and admonished to appear at a supreme court of the United States, to be held at the city of Washington, on the second Monday in January next, pursuant to a writ of error filed in the clerk's office of the circuit court of the United States, for the fourth circuit, in and for the Ma-

ryland district, wherein the United States of America are plaintiffs, and Nathaniel Williams and John Glenn are defendants, to show cause, if any there be, why the judgment rendered against the said Nathaniel Williams and John Glenn, in the said writ of error mentioned, should not be corrected; and why speedy justice should not be done to the parties in that behalf.

Witness my hand and seal, this tenth day of November, 1836.

U. S. HEATH, [SEAL]
District Judge.

I acknowledge of the above citation.

NATHANIEL WILLIAMS.
Dist. Atty. U. S. Dist. Md.

In testimony that the aforegoing is a true copy taken from the record and proceedings of the circuit court aforesaid, I hereunto sumbscribe my name, and affix the seal of the said circuit court, this seventh day of January, in the year of our Lord one thousand eight hundred and thirty-seven.

[SEAL.] THOMAS SPICER,
Clerk Cir. Ct.